UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK BROOKLYN DIVISION

IN RE

CHAPTER 7

MARIA LEONE AND PHILIP LEONE

CASE NO. 1-17-41358-nhl

DEBTORS JUDGE: Nancy Hershey Lord

MOTION DATE: JUNE 4, 2020

MOTION TIME: 3:00 PM

**PLEASE TAKE NOTICE** that upon the annexed affirmation of Shari S. Barak, a member of the law firm of Shapiro, DiCaro & Barak, LLC, attorneys for Select Portfolio Servicing, Inc. ("Movant") will move this Court as set forth below:

JUDGE: HON. Nancy Hershey Lord

RETURN DATE & TIME: June 4, 2020 at 3:00 PM

COURTHOUSE: United States Bankruptcy Court

271 Cadman Plaza East Brooklyn, NY 11201

RELIEF REQUESTED: The proposed order will seek to vacate the automatic stay imposed

by 11 U.S.C. § 362(a) generally described as 40 Tanglewood Drive, Staten Island, NY 10308, pursuant to 11 U.S.C. § 362(d)(1) based upon the total debt due to Movant, resulting in Movant's lack of

adequate protection with regard to the subject property.

**PLEASE TAKE FURTHER NOTICE,** that answering affidavits, if any, to the relief

requested, must be served upon and received by Shapiro, DiCaro & Barak, LLC at their offices

at One Huntington Quadrangle, Suite 3N05, Melville, NY 11747 and filed with the Clerk of the

United States Bankruptcy Court for the Eastern District of New York at United States

Bankruptcy Court, 271 Cadman Plaza East, Brooklyn, NY 11201 no later than seven (7) days

prior to the return date of this motion.

Dated:

April 3, 2020

, 2020 Melville, New York

/s/Shari Barak

Shari S. Barak

Managing Attorney

Shapiro, DiCaro & Barak, LLC

Attorneys for Select Portfolio Servicing, Inc.

One Huntington Quadrangle, Suite 3N05

Melville, NY 11747

Telephone: (631) 844-9611

Fax: (631) 844-9525

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS NOTICE IS REQUIRED BY THE PROVISIONS OF THE FAIR DEBT COLLECTIONS PRACTICES ACT AND DOES NOT IMPLY THAT WE ARE ATTEMPTING TO COLLECT MONEY FROM ANYONE WHO HAS DISCHARGED THE DEBT UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.

TO:

SERVICE LIST

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
BROOKLYN DIVISION
IN RE
CHAPTER 7
MARIA LEONE AND PHILIP LEONE
CASE NO. 1-17-41358-nhl
DEBTORS
JUDGE: Nancy Hershey Lord
MOTION DATE: JUNE 4, 2020
MOTION TIME: 3:00 PM

## AFFIRMATION IN SUPPORT OF ENTRY OF AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY

Shari S. Barak, an attorney at law duly admitted to practice before the Courts of the State of New York and the U.S. District Court for the Eastern District of New York, hereby affirms the following to be true under penalty of perjury:

- 1. I am a member with the law firm of Shapiro, DiCaro & Barak, LLC, attorneys for Select Portfolio Servicing, Inc. ("Movant"), a secured creditor of Maria Leone and Philip Leone ("Debtors"). As such, I am fully familiar with the facts and circumstances of this case.
- 2. I make this Affirmation in support of the within request for an Order Granting Relief from the automatic stay, for cause, pursuant to 11 U.S.C. § 362(d)(1) and (2).
- 3. Jurisdiction is conferred on this Court by the provisions of 28 U.S.C. § 1334. This is a proceeding to terminate and annul the automatic stay and is therefore a "core" proceeding within the meaning of 28 U.S.C. § 157(b)(2).
- 4. Movant is a Secured Creditor of Debtor pursuant to a Consolidation Extension Modification Agreement ("Consolidation Agreement") executed by Philip S. Leone and Maria G. Leone on April 10, 2003, whereby Philip S. Leone and Maria G. Leone promised to repay the

principal amount of \$208,100.00 plus interest to HSBC Mortgage Corporation (USA) (the "Consolidated Note"). To secure the repayment of the Consolidated Note, Philip S. Leone and Maria G. Leone granted HSBC Mortgage Corporation (USA) a mortgage, which was duly recorded as part of the Consolidation Agreement in the Richmond County Office of the City Register on July 17, 2003 in Reel 15459, 229 (the "Consolidated Mortgage", the Consolidation Agreement, Consolidated Note and Consolidated Mortgage, collectively, as the "Loan"), encumbering real property located at 40 Tanglewood Drive, Staten Island, NY 10308 (the "Property"). The Mortgage was transferred from HSBC Mortgage Corporation (USA) to Nationstar Mortgage LLC, and said transfer was memorialized by an Assignment of Mortgage executed on January 13, 2017 and recorded February 6, 2017 in Land Doc # 639746 (the "Assignment of Mortgage"). The Mortgage was subsequently transferred to Select Portfolio Servicing, Inc., and said transfer was memorialized by an Assignment of Mortgage executed on August 28, 2019 and recorded September 12, 2019 in Land Doc # 751710 (the "Assignment of Mortgage"). The terms of the Loan were modified by agreement dated March 20, 2010 entered into by and between the HSBC Mortgage Corporation (USA), Philip S. Leone, Maria G. Leone and Santo Agosta (non-filing "Co-Borrower") creating a new principal balance in the amount of \$221,865.10 (the "Loan Modification Agreement"). A copy of the Consolidation Agreement, including the Consolidated Note and Consolidated Mortgage, Loan Modification Agreement and Assignments of Mortgage are annexed hereto as **Exhibit "A"**.

- 5. Upon information and belief, the Debtors herein own(s) the Property.
- 6. Debtors filed a petition for relief under Chapter 7 of the U.S. Bankruptcy Code on or about March 23, 2017.

- 7. Debtors have failed to make mortgage payments due to Movant under the terms of the Loan. As a result, the Mortgage remains due for the December 1, 2019 payment and each subsequent payment thereafter.
- 8. The amount of delinquency due as of January 13, 2020 under the Mortgage is as follows:

| 2 Defaulted Monthly Payments at \$1,205.16 each | \$2,410.32 |
|---|------------|
| (December 2019 through January 2020)            |            |
| Property Preservation                           | \$75.00    |
| Suspense  | \$(793.37) |
| Total Delinguencies                             | \$1,691.95 |

**A.** 440.00

- 9. A copy of the Relief from Stay-Real Estate and Cooperative Apartments ("Affidavit") is annexed hereto as **Exhibit "B"**. Since the drafting of the Motion the February 1, 2020 payment has become due.
- 10. Moreover, in view of the total debt due to Movant and in light of the Debtor's failure to make payments, Movant is no longer adequately protected. The automatic stay must be vacated for cause pursuant to 11 U.S.C. § 362(d)(1).
- 11. As set forth in the Affidavit, as of January 13, 2020, the approximate debt due and owing to Movant equals \$216,430.76. The debt is accruing interest at a rate of 4.625% per annum.
- 12. Based upon the Debtors' Schedule A/B, the Property has an estimated fair value of approximately \$465,767.00. A copy of Debtors' Schedule A/B is annexed hereto as **Exhibit "C"**. As indicated in paragraph 11 herein above, the total debt to Movant equals \$216,430.76.
- 13. Movant, according to the laws of the State of New York and the terms and conditions of the Mortgage, desires to continue and/or commence foreclosure proceedings with respect to the Property.

14. The Debtors, Co-Borrower, Debtors' Attorney, the Chapter 7 Trustee, the Office of the

United States Trustee and all creditors that have filed a notice of appearance have each been duly

served with the within Notice of Motion, Affirmation, Exhibits and proposed Order Vacating Stay,

as more fully set forth in the annexed affidavit of mailing.

15. No prior application has been made for the relief requested herein.

16. The entity which has the right to foreclose is: Select Portfolio Servicing, Inc. by virtue

of being the holder and owner of the note.

WHEREFORE, Movant respectfully requests an Order of this Court vacating the

automatic stay for cause pursuant to 11 U.S.C. § 362(d)(1) as to the aforementioned Property;

allowing Movant, its agents, assigns or successors in interest, leave to exercise its rights pursuant

to the Note and Mortgage including but not limited to foreclose the Mortgage secured by the

subject Property; and for such other, further and different relief as to this Court may seem just,

proper and equitable.

Dated:

April 3

Melville, New York

/s/Shari Barak

Shari S. Barak

Managing Attorney

Shapiro, DiCaro & Barak, LLC

Attorneys for Select Portfolio Servicing, Inc.

One Huntington Quadrangle, Suite 3N05

Melville, NY 11747

Telephone: (631) 844-9611

Fax: (631) 844-9525

19-083224

| SHAPIRO, DICARO & BARAK, L | LC |
|----------------------------|----|
|----------------------------|----|

Attorneys for Select Portfolio Servicing, Inc. One Huntington Quadrangle, Suite 3N05

Melville, NY 11747

Telephone: (631) 844-9611, Fax: (631) 844-9525

Shari S. Barak

| UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK |                           |
|---|---------------------------|
| BROOKLYN DIVISION   |                           |
| IN RE   | CHAPTER 7                 |
| MARIA LEONE AND PHILIP LEONE                                | CASE NO. 1-17-41358-nhl   |
| DEBTORS   | JUDGE: Nancy Hershey Lord |
| DEBTORS   | MOTION DATE: JUNE 4, 2020 |
|   |                           |

MOTION TIME: 3:00 PM

## **CERTIFICATE OF SERVICE BY MAIL**

STATE OF NEW YORK ) )ss: COUNTY OF MONROE )

I, Michael Chatwin, being sworn, say, I am not a party to this action; I am over 18 years of age, I reside in Rochester, New York.

On April 3, 2020 I served the within Notice of Motion, Affirmation in Support, Exhibits and Proposed Order Granting Relief from the Automatic Stay upon:

TO: Debtors
Maria Leone
40 Tanglewood Drive
Staten Island, NY 10308

Philip Leone 40 Tanglewood Drive Staten Island, NY 10308 Co-Borrower Santo Agosta 40 Tanglewood Drive Staten Island, NY 10308

Attorney for Debtor Benjamin C. Rosenberg 859 Crestview Avenue Valley Stream, NY 11581

Trustee Debra Kramer Debra Kramer, PLLC 98 Cutter Mill Road Suite 466 South Great Neck, NY 11021

U.S. Trustee - Brooklyn U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, NY 10014

at the addresses designated by the foregoing individuals for that purpose by depositing a true copy of same enclosed in a postpaid, properly addressed wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

Date 4/3/2020 /s/ Michael Chatwin

Michael Chatwin
Bankruptcy Attorney
Shapiro, DiCaro & Barak, LLC
Attorneys for Select Portfolio Servicing, Inc.
175 Mile Crossing Boulevard
Rochester, New York 14624
Telephone: (585) 247-9000

Fax: (585) 247-7380

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
BROOKLYN DIVISION

IN RE

CHAPTER 7

MARIA LEONE AND PHILIP LEONE

CASE NO. 1-17-41358-nhl

DEBTORS

JUDGE: Nancy Hershey Lord

MOTION DATE: JUNE 4, 2020

MOTION TIME: 3:00 PM

## ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY

**UPON** consideration of the Application of Select Portfolio Servicing, Inc., ("Movant") dated April 3, 2020, and it appearing that neither the Debtors nor the Chapter 7 Trustee nor the U.S. Trustee have opposition to the motion brought by Movant, for relief from the automatic stay, and with good cause appearing therefore, it is

**ORDERED** that the automatic stay, heretofore in effect pursuant to 11 U.S.C. § 362(a), is hereby vacated for cause pursuant to 11 U.S.C. § 362(d) as to Movant, its agents, assigns or successors in interest, so that Movant, its agents, assigns or successors in interest, may take any and all actions pursuant to the Note and Mortgage and applicable state law including but not limited to foreclose its mortgage on premises known as 40 Tanglewood Drive, Staten Island, NY 10308 without further application to this Court, and it is further

**ORDERED** that in the event this case is converted to a case under any other chapter of the U.S. Bankruptcy Code, this Order will remain in full force and effect; and it is further

**ORDERED** that the Movant shall promptly report and turn over to the Chapter 7 Trustee any surplus monies realized by any sale of the Property.

# Exhibit "A"

This Note amends and restates in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension and Modification Agreement dated the same date as this Note.

## NOTE

April 10, 2003 [Date] Brooklyn [City] NEW YORK
[State]

40 TANGLEWOOD DRIVE, STATEN ISLAND, NY 10308

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$208,100.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HSBC Mortgage Corporation (USA)

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.6250%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on June 01, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 01, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 2929 WALDEN AVENUE, DEPEW, NY 14043

or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,197.94

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

NEW YORK FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

-5N(NY) (0005)

Form 3233 1/01

VMP MORTGAGE FORMS - (800)521-729

Page 1 of 3

le isiot.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

# 6. BORROWER'S FAILURE TO PAY AS REQUIRED

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end offifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

## (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

## (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

## (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

# (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

# 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.



## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

## (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

## (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

## (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

## (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

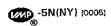
Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.



Form 3233 1/01

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

| WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGN                       | NED. A                           |
|--|----------------------------------|
| Seal)  PHILIP S. LEONE  -Borrower                                      | MARIA G. LEONE (Seal)  -Borrower |
| (Seal) -Borrower   | . (Seal) -Borrower               |
| (Seal) -Borrower   | (Seal) -Borrower                 |
| (Seal) -Borrower Pay to the order of, without recourse                 | (Seal) -Borrower                 |
| HSBC MORTGAGE CORPORATION (USA)  By: Mt.llin M. Mueller, Vice Presiden | <del>arrow</del>                 |

| RICHMOND COUNTY CLERK RECORDING and ENDORSEMENT PAGE COUNTY OF RICHMOND This page forms part of the instrument      |   |                   |
|---|---|-------------------|
| Premises 40 TANGLE WOOD PRICECO   | RD & Name CHARLES D. MIELE, 09<br>RN TO: Address 425 74 TH STREET City/State/Zip 13 ROOK LYN, NY 11 | 209               |
| Title/Agent Company Name  TATER CORTAL ABSTRACT   | BLOCKING SECTION  |                   |
| Title Company File Number   | Block 4683 Lots(s) 255 Partial Lot(s)   |                   |
| Name & Party 1 Philips  | LEONE Y MARIA CO. LEONE   |                   |
| Address Party 2 13 5 BC   | MORTGAGE CORP   |                   |
| COUNTY CLERK'S USE O  | NLYDo Not Write Below This Line   |                   |
| Examined By: Date life    Mtge. Amount \$ Mtg. Tax Collected \$  Exemption Yes No If yu.  Type: [253] / [255] Other | Date    Date   Date   | 255               |
| Recording Fee \$  | [Vacant/Commercial]  RECORDED IN RICHMOND COUNTY  JUL 17 2003                                       | EL 15 45 9 MAR 22 |
| RETT Tax \$   | Spill SH  | ٠٠                |
| Recording Fees:  a. Page Count b. Extra Block(s)  b. Extra Mortgage C   | COUNTY CLEAN  | ;                 |
|   | 2003 MAY 16 A 10: 11  | İ                 |

Return To:

CHARLES D. MIELE, ESQ. 425 74TH STREET, BROOKLYN, NY 11209 Os. Mit

Prepared By: PAWLAKYOUNG, T, ,

[Space Above This Line For Recording Data] -

## CONSOLIDATION, EXTENSION, AND MODIFICATION AGREEMENT

## WORDS USED OFTEN IN THIS DOCUMENT

(A) "Agreement." This document, which is dated April 10, 2003 exhibits and riders attached to this document will be called the "Agreement."

and

(B) "Borrower." PHILIP S. LEONE AND MARIA G. LEONE

will be called "Borrower" and sometimes "I" or "me." Borrower's address is 40 TANGLEWOOD DRIVE, STATEN ISLAND, NY 10308

(C) "Lender." HSBC Mortgage Corporation (USA)

will be called "Lender" and sometimes "Note Holder." Lender is a corporation or association which exists under the laws of DELAWARE

Lender's address is 2929 WALDEN AVENUE, DEPEW, NY 14043-2602

- (D) "Mortgages." The mortgages, deeds of trust, or other security instruments and any additional security instruments and related agreements (such as assignments, extensions, modifications, or consolidations of mortgages) identified in Exhibit A to this Agreement will be called the "Mortgages."
- (E) "Note Holder." Lender or anyone who succeeds to Lender's rights under this Agreement and who is entitled to receive the payments I agree to make under this Agreement may be called the "Note Holder."
- (F) "Notes." The Notes which are identified in Exhibit A to this Agreement, and which are secured by the Mortgages, will be called the "Notes."

NEW YORK CONSOLIDATION, EXTENSION, AND MODIFICATION AGREEMENT - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3172 1/01 (rev. 5/01)

-850R(NY) (0107).01

Page 1 of 6

Initials:

VMP MORTGAGE FORMS - (800)521-7291

(G) "Property." The property which is described in the Mortgage(s) and in Exhibit B (Property Description) to this Agreement, will be called the "Property." The Property is located at:

## 40 TANGLEWOOD DRIVE

[Street]

STATEN ISLAND

[City]

KINGS

[County]

New York , 10308 [State and Zip Code]

I promise and I agree with Lender as follows:

# I. BORROWER'S AGREEMENT ABOUT OBLIGATION UNDER THE NOTES AND MORTGAGES

I agree to take over all of the obligations under the Notes and Mortgages as consolidated and modified by this Agreement as Borrower. That means that I will keep all of the promises and agreements made in the Notes and Mortgages even if some other person made those promises and agreements before me. The total unpaid principal balance of the Notes is U.S. \$ 208,100.00 of this amount, U.S. \$ 42,458.08 was advanced to me (or for my account) immediately prior to this consolidation.

## II. AGREEMENT TO COMBINE NOTES AND MORTGAGES

- (A) By signing this Agreement, Lender and I are combining into one set of rights and obligations all of the promises and agreements stated in the Notes and Mortgages including any earlier agreements which combined, modified or extended rights and obligations under any of the Notes and Mortgages. This means that all of Lender's rights in the Property are combined so that under that law Lender has one mortgage and I have one loan obligation which I will pay as provided in this Agreement. This combining of notes and mortgages is known as a "Consolidation."
- (B) In the event that Exhibit A indicates that all of the Notes and Mortgages have already been combined by a previous agreement, then Lender and I agree to change the terms of Section II, paragraph (A) of this Agreement to the following:

Lender and I agree that all of the promises and agreements stated in the Notes and Mortgages -- including any earlier agreements which combined, modified, or extended rights and obligations under any of the Notes and Mortgages -- have been combined into one set of rights and obligations by an earlier agreement which is referred to in Exhibit A. This means that all of the Lender's rights in the Property have already been combined so that under that law Lender already has one mortgage and I have one loan obligation which I will pay as provided in this Agreement. The combining of notes and mortgages is known as a "Consolidation."

## III. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED NOTE

Lender and I agree that the terms of the Notes are changed and restated to be the terms of the "Consolidated Note" which is attached to this Agreement as Exhibit C. The Consolidated Note contains the terms of payment for the amounts that I owe to Note Holder. I agree to pay the amounts due under the Notes in accordance with the terms of the Consolidated Note. The Consolidated Note will supersede all terms, covenants, and provisions of the Notes.

## IV. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED MORTGAGE

Lender and I agree that the terms of the Mortgages are changed and restated to be the terms of the "Consolidated Mortgage" which is attached to this Agreement as Exhibit D. The Consolidated Mortgage secures the Consolidated Note and will constitute in law a single lien upon the Property. I agree to be bound by the terms set forth in the Consolidated Mortgage which will supersede all terms, covenants, and provisions of the Mortgages.

Page 2 of 6

(G) "Property." The property which is described in the Mortgage(s) and in Exhibit B (Property Description) to this Agreement, will be called the "Property." The Property is located at:

## 40 TANGLEWOOD DRIVE

[Street]

STATEN ISLAND [City]

KINGS [County]

New York , 10308

[State and Zip Code]

I promise and I agree with Lender as follows:

# I. BORROWER'S AGREEMENT ABOUT OBLIGATION UNDER THE NOTES AND MORTGAGES

I agree to take over all of the obligations under the Notes and Mortgages as consolidated and modified by this Agreement as Borrower. That means that I will keep all of the promises and agreements made in the Notes and Mortgages even if some other person made those promises and agreements before me. The total unpaid principal balance of the Notes is U.S. \$ 208,100.00 of this amount, U.S. \$ 42,458.08 was advanced to me (or for my account) immediately prior to this

## II. AGREEMENT TO COMBINE NOTES AND MORTGAGES

- (A) By signing this Agreement, Lender and I are combining into one set of rights and obligations all of the promises and agreements stated in the Notes and Mortgages including any earlier agreements which combined, modified or extended rights and obligations under any of the Notes and Mortgages. This means that all of Lender's rights in the Property are combined so that under that law Lender has one mortgage and I have one loan obligation which I will pay as provided in this Agreement. This combining of notes and mortgages is known as a "Consolidation."
- (B) In the event that Exhibit A indicates that all of the Notes and Mortgages have already been combined by a previous agreement, then Lender and I agree to change the terms of Section II, paragraph (A) of this Agreement to the following:

Lender and I agree that all of the promises and agreements stated in the Notes and Mortgages — including any earlier agreements which combined, modified, or extended rights and obligations under any of the Notes and Mortgages — have been combined into one set of rights and obligations by an earlier agreement which is referred to in Exhibit A. This means that all of the Lender's rights in the Property have already been combined so that under that law Lender already has one mortgage and I have one loan obligation which I will pay as provided in this Agreement. The combining of notes and mortgages is known as a "Consolidation."

## III. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED NOTE

Lender and I agree that the terms of the Notes are changed and restated to be the terms of the "Consolidated Note" which is attached to this Agreement as Exhibit C. The Consolidated Note contains the terms of payment for the amounts that I owe to Note Holder. I agree to pay the amounts due under the Notes in accordance with the terms of the Consolidated Note. The Consolidated Note will supersede all terms, covenants, and provisions of the Notes.

## IV. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED MORTGAGE

Lender and I agree that the terms of the Mortgages are changed and restated to be the terms of the "Consolidated Mortgage" which is attached to this Agreement as Exhibit D. The Consolidated Mortgage secures the Consolidated Note and will constitute in law a single lien upon the Property. I agree to be bound by the terms set forth in the Consolidated Mortgage which will supersede all terms, covenants, and provisions of the Mortgages.

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consolidation.

Page 2 of 6

## V. NO SET-OFF, DEFENSES

I agree that I have no right of set-off or counterclaim, or any defense to the obligations of the Consolidated Note or the Consolidated Mortgage.

## VI. BORROWER'S INTEREST IN THE PROPERTY

I promise that I am the lawful owner of the Property and that I have the right to consolidate, modify, and extend the Notes and Mortgages.

## VII. WRITTEN TERMINATION OR CHANGE OF THIS AGREEMENT

This Agreement may not be terminated, changed, or amended except by a written agreement signed by the party whose rights or obligations are being changed by that agreement.

# VIII.OBLIGATIONS OF BORROWERS AND OF PERSONS TAKING OVER BORROWER'S OR LENDER'S RIGHTS OR OBLIGATIONS

If more than one person signs this Agreement as Borrower, each of us is fully and personally obligated to keep all of Borrower's promises and obligations contained in this Agreement. The Note Holder may enforce its rights under this Agreement against each of us individually or against all of us together.

The terms of the Consolidated Note and the Consolidated Mortgage may not allow any person to take over my rights or obligations under this Agreement. Lender and I agree that if any person is permitted to take over my rights and obligations under this Agreement, that person will have all of my rights and will be obligated to keep all of my promises and agreements made in this Agreement. Similarly, any person who takes over Lender's rights or obligations under this Agreement will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Agreement.

## IX. LIEN LAW

X. TYPE OF PROPERTY

I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (A) hold all amounts which I receive and which I have a right to receive from Lender under the Consolidated Note as a "trust fund;" and (B) use those amounts to pay for "cost of improvement" (as defined in the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a "trust fund" means that for any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section IX.

# Check box(es) as applicable. This Agreement covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six (6) residential dwelling units with each dwelling unit having its own separate cooking facilities. This Agreement covers real property improved, or to be improved, by a one (1) or two (2) family dwelling. This Agreement does not cover real property improved as described above.

Initials: \_\_\_\_\_

-850R(NY) (0107).01

| By signing this Agreement, Lender and I agree to all of the above.               |  |  |
|--|--|--|
| By Sandra M. Yax Team Leader, AVP  | PHILIP S. LEONE - Borrower  MARIA G. LEONE - Borrower        |  |
| - Вотгоwer   | - Borrower   |  |
|  |  |  |
| - Borrower   | - Borrower   |  |
|  |  |  |
| - Вогтоwer   | - Borrower   |  |
|  | Ne.  |  |
|  | .:v  |  |
| STATE OF NEW YORK,   | Erie County ss:  |  |
| On the 10th day of April, public in and for said state, personally appeared Sand | · · · · · · · · · · · · · · · · · · ·                        |  |
| ·  |  |  |
|  |  |  |
| name(s) is/are subscribed to the within instrument a                             | Notary Public Plant Public, State of New York                |  |
| Tax Map Information:   | Qualified in Ene County  My Commission Expires Jan. 20, 2029 |  |

| By signing this Agreement, Lender and I agree to all of the above.              |  |  |
|---|--|--|
| By Sandra M. Yax Team Leader, AVP   | PHILIP S. LEONE -Borrower  MARTA G. LEONE -Borrower  |  |
| - Borrower  | - Borrower   |  |
| - Borrower  | - Borrower   |  |
| - Borrower  | - Borrower   |  |
|   |  |  |
| STATE OF NEW YORK,  | Erie County ss:  |  |
| On the 10th day of April, public in and for said state, personally appeared San | before me, the undersigned, a notary   |  |
|   | •  |  |
| name(s) is/are subscribed to the within instrument a                            | Notary PublishTAM. BROWN No. 01BR6001747   |  |
| Tax Map Information:  | Notary Public, State of New York  Qualified in Ene County  Ny Commission Expires Jan. 20, 2009 |  |

-850R(NY) (0107).01

Page 4 of 6

**EXHIBIT A** (List of Mortgages, Notes, and Agreements)

| (1) This Mortgage given by PHILIP S. LEON  | E and MARIA G. LEONE  |
|--|---|
| and dated 04/10/2003   | in favor of HSBC Mortgage Corporation (USA)   |
| securing the original principal amount of U.S. \$42,42. This Mortgage is on a Fannie Mae/Freddie Mac Security will be recorded together with this Agreement.   |   |
| was reserved shx   | xinnihannandihan xidinin x  |
| KINGS:   | Komatyk Ktateknfildow Windexin  |
| Xibexx xxxxxxxxx xxxxxxxx XXXXXXXXXXXXXXXX   |   |
| This Mortgage secures a Note dated 04/10/200   |   |
|  |   |
|  |   |
|  |   |
| (2) This Mortgage given by PHILIP S. LEON  | E, MARIA G. LEONE and SANTO AGOSTA  |
| and dated 10/13/1995   | in favor of Mid-Island Equities Corp.   |
| securing the original principal amount of U.S. \$144,  | .000.00   |
| This Mortgage was recorded on 11/14/1995   | in the Office of the Clerk of   |
| KINGS at Page 220 .  | County, State of New York, in kihexxxxx Reel 6322   |
| Atxxthisxxxkoto;xxxbexxxonqoidxxxpoioxipx  | ZAXxxxixxxsqaqmaxxaidixxxqdxxxbsnassxxxsaadadxxd  |
|  | Mortgage secures a Note dated 10/13/1995  1 Mortgage Corp. by assignment agreement dated 06 page 174.                                     |
|  |   |
| ,  |   |
|  |   |
| (3) This Mortgage given by PHILIP S. LEON  | E and MARIA G. LEONE  |
| and dated 10/17/2001   | in favor of Mid-Island Mortgage Corp.   |
| •  |   |
| securing the original principal amount of U.S. \$32,0<br>This Mortgage was recorded on 11/25/2002  | in the Office of the Clerk of   |
| KINGS  | County, State of New York, in kikex 12106   |
| at Page 126 .  |   |
| Market of the second se | adxxdadamaxxxxxxxxdxxxdaxxdaxxdaxxxdxxxxdxxxxdxxxxdxxxxdxxxxdxxxxdxxxxdxxxx   |
| Said Mortgages 2 & 3 were consolidated   |   |
| Said Mortgage is hereby assigned to HSB  | 01 recorded 01/25/02 in liber 12106 page 145.<br>C Mortgage Corporation (USA) by assignment<br>h this agreement. At this date, the unpaid |
|  | Matterson of Consolidated is \$165 641 00   |

STATE OF NEW YORK,

Kings

County ss:

On the 10th day of April, 2003 before me, the undersigned, a notary public in and for said state, personally appeared PHILIP S. LEONE and MARIA G. LEONE personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Votary Public

STATE OF NEW YORK,

Kings

County ss:

On the 10th day of April, 2003 before me, the undersigned, a notary public in and for said state, personally appeared PHILIP S. LEONE and MARIA G. LEONE personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

## EXHIBIT A

| (4) This Mortgage given by   |  |
|--|--|
| and dated  | in favor of  |
| securing the original principal amount of U. This Mortgage was recorded on KINGS at Page | S. \$ 0.00  in the Office of the Clerk of County, State of New York, in Liber          |
| At this date the unpaid \$0.00   | principal balance secured by this Mortgage is U.S This Mortgage secures a Note dated . |
| (5) This Mortgage given by   |  |
| and dated  | in favor of  |
| securing the original principal amount of U. Mortgage was recorded on KINGS at Page      | S. \$ 0.00 . This in the Office of the Clerk of County, State of New York, in Liber    |
| At this date, the unpaid \$0.00  | principal balance secured by this Mortgage is U.S This Mortgage secures a Note dated   |
| (6) This Mortgage given by   |  |
| and dated  | in favor of  |
| securing the original principal amount of U Mortgage was recorded on KINGS               | S. \$ 0.00 . This in the Office of the Clerk of County, State of New York, in Liber    |
| at Page At this date, the unpaid \$0.00  | principal balance secured by this Mortgage is U.S This Mortgage secures a Note dated   |

## INSTRUCTIONS

The following instructions apply if this Agreement is used in a consolidation, extension, or modification of a single family loan intended for possible sale to Fannie Mae or Freddie Mac.

- (1) All notes, security instruments, assignments, the most recent consolidation agreement and related agreements that modify, consolidate, or extend prior underlying obligations and which predate this Agreement must be listed in Exhibit A to this Agreement. The language in Exhibit A to this Agreement is only a sample and may be revised as appropriate.
  - If any new money is advanced, number (1) on Exhibit A should refer to both (a) the "Gap" Mortgage (i.e., the new money mortgage discussed in (6) below), and (b) the "Gap" Note (i.e., new money note discussed in (6) below).
- (2) The metes and bounds description of the Property must be set forth in Exhibit B to this Agreement.
- (3) The Consolidated Note must be the current version of the applicable Single Family Fannie Mae/Freddie Mac Uniform Note (e.g., Forms 3233, 3501, 3502, 3504, or 3514) with the following language inserted at the top of the document:

For Fixed Rate Notes:

## CONSOLIDATED NOTE

This Note amends and restates in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

For Adjustable Rate Notes:

## CONSOLIDATED ADJUSTABLE RATE NOTE

This Note amends and restates in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

The Consolidated Note, with all blanks completed, and any applicable addendum or addenda, must be executed by the Borrower(s) and a copy of the executed Consolidated Note must be attached hereto as Exhibit C. The repayment terms of the Consolidated Note (e.g., the consolidated principal amount, the monthly principal and interest payment, the interest rate and provisions for any interest rate and monthly payment changes applicable to the consolidated obligations) must be set forth in the Consolidated Note. The dollar amount entered in the first blank in Section I of this Agreement and the consolidated principal amount of the Consolidated Note must be the same.

- (4) The Consolidated Mortgage must be the current version of the New York Single Family Famile Mae/Freddie Mac Uniform Instrument (Form 3033). The Consolidated Mortgage, with all blanks completed, and any applicable riders (such as an adjustable rate rider), must be attached hereto as Exhibit D. The Consolidated Mortgage need not be signed by the Borrower(s). The dollar amount entered in the first blank in Section I of this Agreement and the dollar amount entered in the corresponding blank in the Consolidated Mortgage must be the same.
- (5) For sales of loans to Fannie Mae and Freddie Mac, the Seller/Lender must deliver the executed and recorded original of this Agreement and all exhibits to it (or a certified true copy from the recording clerk, if the original is not yet available), together with the original Consolidated Note signed by the Borrower(s) and each original Note which is the original evidence of any part of Borrower's indebtedness set out in this Agreement.
- (6) If new funds are advanced at the time of the consolidation and modification evidenced by this Agreement, the new obligation must be evidenced by an original of the new money note (the "Gap" Note) and an original of the new money mortgage (the "Gap" Mortgage) on the current Fannie Mae/Freddie Mac Single Family Uniform Instrument (Form 3033). The dollar amount entered in the second blank in Section I of this Agreement and the dollar amount entered in the corresponding blank on the Gap Note and Gap Mortgage must be the same. If no new funds are advanced at the time of the consolidation and modification, then the second blank in Section I of this Agreement should be zero. This new loan will then become a part of the Consolidated Note and the Consolidated Mortgage. It is not necessary that the repayment terms of the new loan, as set out in the Gap Note, reflect the terms of the Consolidated Note.

### INSTRUCTIONS

The following instructions apply if this Agreement is used in a consolidation, extension, or modification of a single family loan intended for possible sale to Fannie Mae or Freddie Mac.

- (1) All notes, security instruments, assignments, the most recent consolidation agreement and related agreements that modify, consolidate, or extend prior underlying obligations and which predate this Agreement must be listed in Exhibit A to this Agreement. The language in Exhibit A to this Agreement is only a sample and may be revised as appropriate.
  - If any new money is advanced, number (1) on Exhibit A should refer to both (a) the "Gap" Mortgage (i.e., the new money mortgage discussed in (6) below), and (b) the "Gap" Note (i.e., new money note discussed in (6) below).
- (2) The metes and bounds description of the Property must be set forth in Exhibit B to this Agreement.
- (3) The Consolidated Note must be the current version of the applicable Single Family Famile Mae/Freddie Mac Uniform Note (e.g., Forms 3233, 3501, 3502, 3504, or 3514) with the following language inserted at the top of the document:

For Fixed Rate Notes:

## CONSOLIDATED NOTE

This Note amends and restates in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

For Adjustable Rate Notes:

## CONSOLIDATED ADJUSTABLE RATE NOTE

This Note amends and restates in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

The Consolidated Note, with all blanks completed, and any applicable addendum or addenda, must be executed by the Borrower(s) and a copy of the executed Consolidated Note must be attached hereto as Exhibit C. The repayment terms of the Consolidated Note (e.g., the consolidated principal amount, the monthly principal and interest payment, the interest rate and provisions for any interest rate and monthly payment changes applicable to the consolidated obligations) must be set forth in the Consolidated Note. The dollar amount entered in the first blank in Section I of this Agreement and the consolidated principal amount of the Consolidated Note must be the same.

- (4) The Consolidated Mortgage must be the current version of the New York Single Family Fannie Mae/Freddie Mac Uniform Instrument (Form 3033). The Consolidated Mortgage, with all blanks completed, and any applicable riders (such as an adjustable rate rider), must be attached hereto as Exhibit D. The Consolidated Mortgage need not be signed by the Borrower(s). The dollar amount entered in the first blank in Section I of this Agreement and the dollar amount entered in the corresponding blank in the Consolidated Mortgage must be the same.
- (5) For sales of loans to Fannie Mae and Freddie Mac, the Seller/Lender must deliver the executed and recorded original of this Agreement and all exhibits to it (or a certified true copy from the recording clerk, if the original is not yet available), together with the original Consolidated Note signed by the Borrower(s) and each original Note which is the original evidence of any part of Borrower's indebtedness set out in this Agreement.
- (6) If new funds are advanced at the time of the consolidation and modification evidenced by this Agreement, the new obligation must be evidenced by an original of the new money note (the "Gap" Note) and an original of the new money mortgage (the "Gap" Mortgage) on the current Fannie Mae/Freddie Mac Single Family Uniform Instrument (Form 3033). The dollar amount entered in the second blank in Section I of this Agreement and the dollar amount entered in the corresponding blank on the Gap Note and Gap Mortgage must be the same. If no new funds are advanced at the time of the consolidation and modification, then the second blank in Section I of this Agreement should be zero. This new loan will then become a part of the Consolidated Note and the Consolidated Mortgage. It is not necessary that the repayment terms of the new loan, as set out in the Gap Note, reflect the terms of the Consolidated Note.

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## EXHIBIT B

## SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Richmond, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Tanglewood Drive (64 feet wide) distant 200.00 feet easterly from the corner formed by the intersection of the southwesterly side of Tanglewood Drive and the easterly side of Arthur Kill Road;

RUNNING THENCE south 42 degrees 17 minutes 29 seconds west 100.00 feet to a point;

THENCE south 47 degrees 42 minutes 31 seconds east 25.00 feet to a point;

THENCE north 42 degrees 17 minutes 20 seconds east and part of the distance through a party wall, 100 feet to the said southwesterly side of Tanglewood Drive; and

THENCE along the said southwesterly side of Tanglewood Drive north 47 degrees 42 minutes 31 seconds west 25.00 feet to the point or place of BEGINNING.

Pol-

## "EXHIBIT C"

This Note amends and restates in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension and Modification Agreement dated the same date as this Note.

## NOTE

April 10, 2003 [Date] Brooklyn [City] NEW YORK
[State]

40 TANGLEWOOD DRIVE, STATEN ISLAND, NY 10308
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 208,100.00 (This amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HSBC Mortgage Corporation (USA)

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.6250%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on June 01, 2003 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 01, 2033 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 2929 WALDEN AVENUE, DEPEW, NY 14043

or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,197.94.

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of PrIncipal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note holder agrees in writing to those changes.

NEW YORK FIXED RATE NOTE-Single Family/Fannje Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3233 1/01

Page 1 of 3

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## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end offifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

## (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

## (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

## (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

## (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to other persons that amounts due have not been paid.



Form 3833 101

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end offifteen after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

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If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

## (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

## (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

## (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

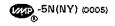
Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to other persons that amounts due have not been paid.



Form 3233 W01

## 10. UNIFORM SECURED NOTE

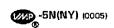
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

| WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSI | MARTAG. LEONE (Seal)  -Borrower |
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| (Seal) -Borrower                               | (Seal)                          |

[Sign Original Only]



## "EXHIBIT D"

Return To:

CHARLES D. MIELE, ESQ.

425 74TH STREET, BROOKLYN, NY 11209

Prepared By: PAWLAKYOUNG, T,

-[Space Above This Line For Recording Data]-

## **MORTGAGE**

## WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated April 10, 2003 together with all Riders to this document, will be called the "Security Instrument."

(B) "Borrower." PHILIP S. LEONE AND MARIA G. LEONE

whose address is 40 TANGLEWOOD DRIVE, STATEN ISLAND, NY 10308
sometimes will be called "Borrower" and sometimes simply "I" or "me."
(C) "Lender." HSBC Mortgage Corporation (USA)

will be called the "Lender." Lender is a corporation or association which exists under the laws of DELAWARE

Lender'a address is 2929 WALDEN AVENUE, DEPEW,
NY 14043-2602

NEW YORK - Single Family - Fannje Mag/Freddie Mac UNIFORM INSTRUMENT

Form 3033 1/01

Page 1 of 17

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- (I) "Applicable Law." All controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions will be called "Applicable Law."
- (J) "Community Association Dues, Fees, and Assessments." All dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called "Community Association Dues, Fees, and Assessments."
- (K) "Electronic Funds Transfer." "Electronic Funds Transfer" means any transfer of money, other than by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items." Those items that are described in Section 3 will be called "Escrow Items."
- (M) "Miscellaneous Proceeds." "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of Condemnation or sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."
- (N) "Mortgage Insurance." "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment." The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."
- (P) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan loes not qualify as a "federally related mortgage loan" under RESPA.

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#### BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument and the Note.

## DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (G) below:

(A) The Property which is located at 40 TANGLEWOOD DRIVE

[Street]

STATEN ISLAND

[City, Town or Village], New York 10308

[Zip Code].

This Property is in KINGS

County. It has the following legal

description: SEE SCHEDULE A ATTACHED HERETO

THIS PROPERTY IS IMPROVED BY A ONE OR TWO FAMILY DWELLING

- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section:
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

6(NY) (0005)

# BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

#### PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

#### **COVENANTS**

I promise and I agree with Lender as follows:

1. Borrower's Promise to Pay. I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location required in the Note, or at another location designated by Lender under Section 15 of this Security Instrument. Lender may return or accept any payment or partial payment if it is for an amount that is less than the amount that is then due. If Lender accepts a lesser payment, Lender may refuse to accept a lesser payment that I may make in the future and does not waive any of its rights. Lender is not obligated to apply such lesser payments when it accepts such payments. If interest on principal accrues as if all Periodic Payments had been paid when due, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payments to bring the Loan current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unapplied funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender will relieve me from making payments due under the Note and this Security Instrument or keeping all of my other promises and agreements secured by this Security Instrument.

2. Application of Borrower's Payments and Insurance Proceeds. Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

Next, to pay the amounts due Lender under Section 3 of this Security Instrument.

Such payments will be applied to each Periodic Payment in the order in which it became due.

Any remaining amounts will be applied as follows:

First, to pay any late charges;

Next, to pay any other amounts due under this Security Instrument; and

Next, to reduce the principal balance of the Note.

Initials:

# BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

## PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

#### **COVENANTS**

I promise and I agree with Lender as follows:

1. Borrower's Promise to Pay. I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location required in the Note, or at another location designated by Lender under Section 15 of this Security Instrument. Lender may return or accept any payment or partial payment if it is for an amount that is less than the amount that is then due. If Lender accepts a lesser payment, Lender may refuse to accept a lesser payment that I may make in the future and does not waive any of its rights. Lender is not obligated to apply such lesser payments when it accepts such payments. If interest on principal accrues as if all Periodic Payments had been paid when due, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payments to bring the Loan current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unapplied funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender will relieve me from making payments due under the Note and this Security Instrument or keeping all of my other promises and agreements secured by this Security Instrument.

2. Application of Borrower's Payments and Insurance Proceeds. Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

Page 4 of 17

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

Next, to pay the amounts due Lender under Section 3 of this Security Instrument.

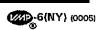
Such payments will be applied to each Periodic Payment in the order in which it became due.

Any remaining amounts will be applied as follows:

First, to pay any late charges;

Next, to pay any other amounts due under this Security Instrument; and

Next, to reduce the principal balance of the Note.



If Lender receives a payment from me for a late Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the late Periodic Payment and the late charge. If more than one Periodic Payment is due, Lender may apply any payment received from me: First, to the repayment of the Periodic Payments that are due if, and to the extent that, each payment can be paid in full; Next, to the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due.

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as described in the Note.

Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

#### 3. Monthly Payments For Taxes And Insurance.

## (a) Borrower's Obligations.

I will pay to Lender all amounts necessary to pay for taxes, assessments, water charges, sewer rents and other similar charges, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a Loss Reserve as described in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward payment of the following items which are called "Escrow Items:"

- (1) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to this Security Instrument as a Lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "Lien;"
- (2) The leasehold payments or ground rents on the Property (if any);
- (3) The premium for any and all insurance required by Lender under Section 5 of this Security Instrument;
- (4) The premium for Mortgage Insurance (if any);
- (5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and
- (6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

After signing the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called "Escrow Funds." I will pay Lender the Escrow Funds for Escrow Items unless Lender waives my obligation to pay the Escrow Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Escrow Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, I will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Escrow Funds has been waived by Lender and, if Lender requires, will promptly send to Lender receipts showing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts will be considered to be a promise and agreement contained in this Security Instrument, as the phrase "promises and agreements" is used in Section 9 of this Security Instrument. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may pay that amount and I will then be obligated under Section 9 of this Security Instrument to repay to Lender. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 of this Security Instrument and, upon the revocation, I will pay to Lender all Escrow Funds, and in amounts, that are then required under this Section 3.



I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under RESPA. Applicable Law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

#### (b) Lender's Obligations.

Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow Items no later than the time allowed under RESPA or other Applicable Law. Lender will give to me, without charge, an annual accounting of the Escrow Funds. That accounting will show all additions to and deductions from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

#### (c) Adjustments to the Escrow Funds.

Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special manner for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due, but the number of payments will not be more than 12.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Escrow Funds that are then being held by Lender.

4. Borrower's Obligation to Pay Charges, Assessments and Claims. I will pay all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make ground rents or payments due under my lease if I am a tenant on the Property and Community Association Dues, Fees, and Assessments (if any) due on the Property. If these items are Escrow Items, I will do this by making the payments as described in Section 3 of this Security Instrument. In this Security Instrument, the word "Person" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends, or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, the Lien of this Security

6(NY) (0005)

I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under RESPA. Applicable Law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

#### (b) Lender's Obligations.

Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow Items no later than the time allowed under RESPA or other Applicable Law. Lender will give to me, without charge, an annual accounting of the Escrow Funds. That accounting will show all additions to and deductions from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

## (c) Adjustments to the Escrow Funds.

Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special manner for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due, but the number of payments will not be more than 12.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Escrow Funds that are then being held by Lender.

4. Borrower's Obligation to Pay Charges, Assessments and Claims. I will pay all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make ground rents or payments due under my lease if I am a tenant on the Property and Community Association Dues, Fees, and Assessments (if any) due on the Property. If these items are Escrow Items, I will do this by making the payments as described in Section 3 of this Security Instrument. In this Security Instrument, the word "Person" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends, or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, first the Lien of this Security

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Instrument is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

Lender also may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Loan, unless Applicable Law does not permit Lender to make such a charge.

5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance. I will obtain hazard or property insurance to cover all buildings and other improvements that now are, or in the future will be, located on the Property. The insurance will cover loss or damage caused by fire, hazards normally covered by "Extended Coverage" hazard insurance policies, and any other hazards for which Lender requires coverage, including, but not limited to earthquakes and floods. The insurance will be in the amounts (including, but not limited to, deductible levels) and for the periods of time required by Lender. What Lender requires under the last sentence can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's right to disapprove. Lender may not disapprove my choice unless the disapproval is reasonable. Lender may require me to pay either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect the flood zone determination or certification. If I disagree with the flood zone determination, I may request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Section in the purpose would lessen the protection given to Lender by this Section is the purpose would lessen the protection given to Lender by this Section is the purpose would lessen the protection given to Lender by this Section is the purpose would lessen the protection given to Lender by this section is the purpose would lessen the protection given to Lender by this section is the purpose would lessen the protection given to Lender by this section is the purpose would lessen the protection given to Lender by this section is the purpose would lessen the protection given to Lender by this section is the purpose would lessen the protection given to Lender by this section is the purpose would lessen the protection given to Lender by this section is the purpose would lessen the purpose would lessen the protection given to Lender by this section is the purpose would lessen the purpose would less the

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Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amounts unpaid under the Note and this Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the rights are applicable to the coverage of the Property. Lender may use the Insurance Proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Borrower's Obligations to Occupy The Property. I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.
- 7. Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.
  - (a) Maintenance and Protection of the Property.

I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or Condemnation (as defined in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or Condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or Condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration.

#### (b) Lender's Inspection of Property.

Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.

Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amounts unpaid under the Note and this Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the rights are applicable to the coverage of the Property. Lender may use the Insurance Proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Borrower's Obligations to Occupy The Property. I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.
- 7. Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.
  - (a) Maintenance and Protection of the Property.

I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or Condemnation (as defined in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or Condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or Condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration.

(b) Lender's Inspection of Property.

Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.

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- 8. Borrower's Loan Application. If, during the application process for the Loan, I, or any Person or entity acting at my direction or with my knowledge or consent, made false, misleading, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan (or did not provide Lender with such information), Lender will treat my actions as a default under this Security Instrument. False, misleading, or inaccurate statements about information important to Lender would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, or inaccurate statement of important information.
- 9. Lender's Right to Protect Its Rights in The Property. If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture (as defined in Section 11), proceedings which could give a Person rights which could equal or exceed Lender's interest in the Property or under this Security Instrument, proceedings for enforcement of a Lien which may become superior to this Security Instrument, or to enforce laws or regulations); or (c) I have abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security Instrument.

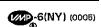
Lender's actions may include, but are not limited to: (a) protecting and/or assessing the value of the Property; (b) securing and/or repairing the Property; (c) paying sums to eliminate any Lien against the Property that may be equal or superior to this Security Instrument; (d) appearing in court; and (e) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender can also enter the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, have utilities turned on or off, and take any other action to secure the Property. Although Lender may take action under this Section 9, Lender does not have to do so and is under no duty to do so. I agree that Lender will not be liable for not taking any or all actions under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the interest rate set forth in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

If I do not own, but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I acquire the full title (sometimes called "Fee Title") to the Property, my lease interest and the Fee Title will not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage ceases to be available from the mortgage insurer that previously provided such insurance and Lender required me to make separate payments toward the premiums for Mortgage Insurance, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer. However, the cost of this Mortgage Insurance coverage will be substantially equivalent to the cost to me of the previous Mortgage Insurance coverage, and the alternate mortgage insurer will be selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "Loss Reserve" as a substitute for the Mortgage Insurance coverage. I will continue to pay to Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. The Loss Reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the Loss Reserve. Lender can no longer require Loss Reserve payments if (a) Mortgage Insurance



coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, I will pay the Mortgage Insurance premiums, or the Loss Reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the Loss Reserve payments, in the manner described in Section 3 of this Security Instrument. Nothing in this Section 10 will affect my obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

11. Agreements About Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not lessened. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in

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coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, I will pay the Mortgage Insurance premiums, or the Loss Reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the Loss Reserve payments, in the manner described in Section 3 of this Security Instrument. Nothing in this Section 10 will affect my obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage

Insurance policy.

Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

11. Agreements About Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are

assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not lessened. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Sums Secured immediately before the partial aking, destruction, or loss in

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value, the Sums Secured will be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Sums Secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Sums Secured whether or not the sums are then due.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within 30 days after the date Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Sums Secured, whether or not then due. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds.

I will be in default under this Security Instrument if any civil or criminal action or proceeding that Lender determines could result in a court ruling (a) that would require Forfeiture of the Property, or (b) that could damage Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" is a court action to require the Property, or any part of the Property, to be given up. I may correct the default by obtaining a court ruling that dismisses the court action, if Lender determines that this court ruling prevents Forfeiture of the Property and also prevents any damage to Lender's interest in the Property or rights under this Security Instrument. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Section 19 of this Security Instrument, even if Lender has required Immediate Payment in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction of Lender's interest in the Property are assigned, and will be paid, to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order provided for in Section 2.

12. Continuation of Borrower's Obligations And of Lender's Rights.

#### (a) Borrower's Obligations.

Lender may allow me, or a Person who takes over my rights and obligations, to delay or to change the amount of the Periodic Payments. Even if Lender does this, however, I will still be fully obligated under the Note and under this Security Instrument unless Lender agrees to release me, in writing, from my obligations.

Lender may allow those delays or changes for me or a Person who takes over my rights and obligations, even if Lender is requested not to do so. Even if Lender is requested to do so, Lender will not be required to (1) bring a lawsuit against me or such a Person for not fulfilling obligations under the Note or under this Security Instrument, or (2) refuse to extend time for payment or otherwise modify amortization of the Sums Secured.

#### (b) Lender's Rights.

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or Liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

13. Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations. If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to

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delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

Subject to the provisions of Section 18 of this Security Instrument, any person who takes over my rights or obligations under this Security Instrument in writing, and is approved by Lender in writing, will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Borrower will not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees to such release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's promises and agreements made in this Security Instrument except as provided under Section

14. Loan Charges. Lender may charge me fees for services performed in connection with my default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. With regard to other fees, the fact that this Security Instrument does not expressly indicate that Lender may charge a certain fee does not mean that Lender cannot charge that fee. Lender may not charge fees that are

prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to Applicable Law which sets maximum loan charges, and that Applicable Law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, I will waive

any right to bring a lawsuit against Lender because of the overcharge.

15. Notices Required under this Security Instrument. All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property unless I give notice to Lender of a different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Law That Governs this Security Instrument; Word Usage. This Security Instrument is governed by federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might allow the parties to agree by contract or it might be silent, but such silence does not mean that Lender and I cannot agree by contract. If any term of this Security Instrument or of the Note conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. This means that the Security Instrument

or the Note will remain as if the conflicting provision did not exist.

As used in this Security Instrument: (a) words of the masculine gender mean and include corresponding words of the feminine and neuter genders; (b) words in the singular mean and include the plural, and words in the plural mean and include the singular; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. I will be given one copy of the Note and of this Security Instrument.

18. Agreements about Lender's Rights If the Property Is Sold or Transferred. Lender may require Immediate Payment in Full of all Sums Secured by this Security Instrument if all or any part of the require Immediate Payment in Full of all Sums Secured by this Secured by the Secured by this Secured by the 
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Page 12 of 17

delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms

of this Security Instrument or the Note without that Person's consent.

Subject to the provisions of Section 18 of this Security Instrument, any person who takes over my rights or obligations under this Security Instrument in writing, and is approved by Lender in writing, will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Borrower will not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees to such release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's promises and agreements made in this Security Instrument except as provided under Section 20.

14. Loan Charges. Lender may charge me fees for services performed in connection with my default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. With regard to other fees, the fact that this Security Instrument does not expressly indicate that Lender may charge a certain fee does not mean that Lender cannot charge that fee. Lender may not charge fees that are

prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to Applicable Law which sets maximum loan charges, and that Applicable Law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, I will waive

any right to bring a lawsuit against Lender because of the overcharge.

15. Notices Required under this Security Instrument. All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property unless I give notice to Lender of a different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Law That Governs this Security Instrument; Word Usage. This Security Instrument is governed by federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might allow the parties to agree by contract or it might be silent, but such silence does not mean that Lender and I cannot agree by contract. If any term of this Security Instrument or of the Note conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. This means that the Security Instrument

or the Note will remain as if the conflicting provision did not exist.

As used in this Security Instrument: (a) words of the masculine gender mean and include corresponding words of the feminine and neuter genders; (b) words in the singular mean and include the plural, and words in the plural mean and include the singular; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. I will be given one copy of the Note and of this Security Instrument.

18. Agreements about Lender's Rights If the Property Is Sold or Transferred. Lender may require Immediate Payment in Full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lander's prior written permission.

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If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require Immediate Payment in Full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires Immediate Payment in Full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

- 19. Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued. Even if Lender has required Immediate Payment in Full, I may have the right to have enforcement of this Security Instrument stopped. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) another period as Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped; or (c) a judgment has been entered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:
  - (a) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if Immediate Payment in Full had never been required;
  - (b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
  - (c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and
  - (d) I do whatever Lender reasonably requires to assure that Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay the sums and expenses mentioned in (a) through (d) in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then this Security Instrument will remain in full effect as if Immediate Payment in Full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required Immediate Payment in Full under Section 18 of this Security Instrument.

20. Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grievance. The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither I nor Lender may commence, join or be joined to any court action (as either an individual party or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (in the manner required under Section 15 of this Security Instrument) of the unfulfilled obligation and given a reasonable time period to take corrective action. If Applicable Law provides a time period which will elapse before certain action can be taken, that time

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period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to me under Section 22 and the notice of the demand for payment in full given to me under Section 22 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

21. Continuation of Borrower's Obligations to Maintain and Protect the Property. The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These substances are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. I also will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of any Environmental Law; (b) creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The promises in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property. In addition, unless Environmental Law requires removal or other action, the buildings, the improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are undisturbed and "non-friable" (that is, not easily crumbled by hand pressure).

I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If  $\hat{\mathbf{I}}$  learn, or any governmental or regulatory authority, or any private party, notifies me that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

## NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

22. Lender's Rights If Borrower Fails to Keep Promises and Agreements. Except as provided in Section 18 of this Security Instrument, if all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another Person may acquire the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees to

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period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to me under Section 22 and the notice of the demand for payment in full given to me under Section 22 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

21. Continuation of Borrower's Obligations to Maintain and Protect the Property. The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These substances are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. I also will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of any Environmental Law; (b) creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The promises in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property. In addition, unless Environmental Law requires removal or other action, the buildings, the improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are undisturbed and "non-friable" (that is, not easily crumbled by hand pressure).

I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory authority, or any private party, notifies me that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

#### NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

22. Lender's Rights If Borrower Fails to Keep Promises and Agreements. Except as provided in Section 18 of this Security Instrument, if all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another Person may acquire the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees to

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the amount I owe Lender, which fees shall become part of the Sums Secured.

Lender may require Immediate Payment in Full under this Section 22 only if all of the following conditions are met:

- (a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;
- (b) Lender sends to me, in the manner described in Section 15 of this Security Instrument, a notice that states:
  - (1) The promise or agreement that I failed to keep or the default that has occurred;
  - (2) The action that I must take to correct that default;
  - (3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;
  - (4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;
  - (5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and
  - (6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and
- (c) I do not correct the default stated in the notice from Lender by the date stated in that notice.
- 23. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require that I pay such a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by Applicable Law.
- 24. Agreements about New York Lien Law. I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a trust fund; and (b) use those amounts to pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a trust fund means that for any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section 24.
  - 25. Borrower's Statement Regarding the Property [check box as applicable].

| This Security Instrument covers real property improved, or to be improved, by a one or tw          |
|--|
| family dwelling only.  |
| This Security Instrument covers real property principally improved, or to be improved, by or       |
| or more structures containing, in the aggregate, not more than six residential dwelling units with |
| each dwelling unit having its own separate cooking facilities.                                     |
| This Security Instrument does not cover real property improved as described above.                 |
| · · · · · · ·  |



BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 17 of this Security Instrument and in any Rider signed by me and recorded with it.

| Witnesses:                            |                                  |
|---------------------------------------|----------------------------------|
| () > Mile                             | PHILIP S. LEONE -BOROWER         |
| · · · · · · · · · · · · · · · · · · · | MARTA G. LEONE . Geal)  Borrower |
|                                       |                                  |
| -Borrower                             | (Seal) -Borrower                 |
| (Seal) -Borrower                      | (Seal) -Bortower                 |
|                                       | . (Capi                          |
| (Seal)                                | Daveatio                         |
| -Borrower                             | -10/10/10                        |

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 17 of this Security Instrument and in any Rider signed by me and recorded with it.

| Witnesses:  |                                   |
|-------------|-----------------------------------|
| () 3. White | Seal)  PATLIP S. LEONE  -Borrower |
|             | grand D. Marie .                  |
|             | Maria Y Leone (Seal)              |
|             | MARTA G. LEONE -Borrower          |
|             | (Seal)(Seal)                      |
|             | nrower -Волюwer                   |
|             |                                   |
|             | (Seal)(Seal) prrower -Borrower    |
|             |                                   |
|             | (Seal)(Seal)                      |

STATE OF NEW YORK,

Kings

County ss:

before me, the undersigned, a notary day of April, 2003 On the 10th public in and for said state, personally appeared PHILIP S. LEONE and MARIA G. LEONE

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the/ same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument

Tax Map Information:

County: Richmond

4583 Block: Lot:

255



Office of the Richmond County Clerk 130 Stuyvesant Place Staten Island, NY 10301

Hon. Stephen J. Fiala, County Clerk

Recording and Endorsement Cover Page

Document Type: ASSIGNMENT OF MORTGAGE

Document Page Count:

2

PRESENTER:

DEBBIE JOHNSTON

1120 S. CAPITAL OF TEXAS HWY

BLDG 3 STE 150 AUSTIN, TX 78746

PROPERTY DATA # OF BLOCKS 1

Unit

Block 4583

255 Entire Lot

ASSIGNOR INDEX

HSBC MORTGAGE CORPORATION (USA)

RETURN TO:

DEBBIE JOHNSTON

1120 S. CAPITAL OF TEXAS HWY

BLDG 3 STE 150 AUSTIN, TX 78746

# OF LOTS

PARTIES

ASSIGNEE INDEX NATIONSTAR MORTGAGE LLC

8950 CYPRESS WATERS BLVD

COPPELL, TX 75019

"And Others"

PAYMENT DETAIL

Make Checks Payable to:

\_\_\_\_\_\_

Richmond County Clerk:

34.00 Recording Fees FEES PAID

Total Payments For This Document: 34.00

\_\_\_\_\_\_\_

EXAM AG FATE 0 3 2017

RECORDED IN RICHMOND COUNTY

LAND DOC# 639746 25-ASSIGN, AGREE, REL

02/06/2017 10:57:46 A.M. RECEIPT: 5487 FEE: \$34.00 RICHMOND COUNTY CLERK

FEB 6 2017

Recording Requested By: Mission Global LLC

When Recorded Return To:

Recording Dept. Mission Global LLC 1120 S. Capital of Texas Hwy Bldg 3 Suite 150 Austin, TX 78746

#### **CORPORATE ASSIGNMENT OF MORTGAGE**

Richmond, New York SELLER'S SERVICING #:

"LEONE" Investor's Loan #:

Old Servicing #

Date of Assignment: January 13th, 2017

Assignor: HSBC Mortgage Corporation (USA) at 2929 Walden Avenue, Depew, NY 14043 Assignee: Nationstar Mortgage LLC at 8950 CYPRESS WATERS BLVD, Coppell, TX 75019 Executed By: Philip S Leone and Maria G Leone and Santo Agosta To: Mid-Island Equities Corp. Dated: 10-13-1995 Recorded: 11-14-1995 as Instrument No. 29649, Book/Reel/Liber 6322, Page/Folio 220 In the County of Richmond, State of New York.

-Assigned Wholly by Mid-Island Equities Corp. to Mid-Island Equities Corp. Dated: 10-13-1995 Recorded: 01-25-2002 as Instrument No. 5462, Book/Reel/Liber 2106, Page/Folio 174

-Assigned Wholly by HSBC Mortgage Corporation (USA), f/k/a Marine Midland Mortgage Corporation to HSBC Bank USA, N.A. Dated: 09-24-2011 Recorded: 10-14-2011 as instrument No. 512703267, Book/Reel/Liber \*, Page/Folio

-Assigned Wholly by Mortgage Electronic Registration Systems, Inc. as nominee for HSBC Bank, USA, N.A. to HSBC Bank USA, N.A. Dated: 02-08-2012 Recorded: 02-14-2012 as Instrument No. 520393398, Book/Reel/Liber \*, Page/Folio \*

Section/Block/Lot: 20/4583/255

Property Address: 40 Tanglewood Drive, Staten Island, NY 10308

This Assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$144,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage. IN WITNESS WHEREOF, the assignor has executed these presents the day and vear first above written:

HSBC Mortgage Corporation (USA) On January 13th, 2017

Debbie Johnston, Vice President and Assistant Secretary

STATE OF Texas COUNTY OF TRAVIS

On the 13th day of January in the year 2017 before me, the undersigned, personally appeared Debbie Johnston, Vice President and Assistant Secretary, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individuals(s) made such appearance before the undersigned in the County of Travis, State of Texas.

WITNESS my hand and official seal,

Olivan Paige Smith

Notary Expires: 3/27/2017 #129365890

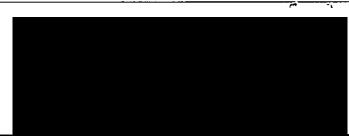
TRAVIS, Texas

ALLISON PAIGE SMITH Notary Public, State of Texas My Commission Expires March 27, 2017

(This area for notarial seal)



Office of the Richmond County Clerk 130 Stuyvesant Place Staten Island, NY 10301



Hon. Stephen J. Fiala, County Clerk

Recording and Endorsement Cover Page

Document Type:

ASSIGNMENT OF MORTGAGE

Document Page Count:

PRESENTER:

NATIONWIDE TITLE CLEARING, INC.

2100 ALT 19 NORTH

RETURN TO:

NATIONWIDE TITLE CLEARING, INC.

2100 ALT 19 NORTH

PALM HARBOR, FL 34683

PALM HARBOR, FL 34683

PROPERTY DATA # OF BLOCKS

# OF LOTS

# OF ADDL MTG 1

Block Lot

Unit

PARTIES

ASSIGNOR INDEX

NATIONSTAR MORTGAGE LLC

4583 255 Entire Lot

8950 CYPRESS WATERS BLVD

ASSIGNEE INDEX

SELECT PORTFOLIO SERVICING INC

3217 S DECKER LAKE DRIVE

COPPELL, TX 75019

SALT LAKE CITY, UT 84119

PAYMENT DETAIL

Make Checks Payable to:

Richmond County Clerk:

47.00 Recording Fees -----

Total Payments For This Document:

47.00

EXAM SAM DATE 9/11/19

LAND DOC# 751710 25-ASSIGN, AGREE, REL

09:51:19 A.M. 09/12/2019 RECEIPT: 32511 FEE: \$47.00 RICHMOND COUNTY CLERK

FIGURED IN RICHMOND COUNTY

SEP 1 2 2019

#### ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, NATIONSTAR MORTGAGE LLC, WHOSE ADDRESS IS 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage, as the same may have been consolidated, extended or modified, including all mortgages that have been consolidated therewith, with all interest secured thereby, all liens, and any rights due or to become due thereon to SELECT PORTFOLIO SERVICING, INC., WHOSE ADDRESS IS, 3217 SOUTH DECKER LAKE DRIVE, SALT LAKE CITY, UT 84119-3284, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage dated 10/13/1995, made by PHILIP S LEONE AND MARIA G LEONE AND SANTO AGOSTA to MID-ISLAND EQUITIES CORP. in the principal sum of \$144,000.00 and recorded on 11/14/1995 in Reel 6322 and Page 220 in the office of the Registry of RICHMOND County, NY.

SEE ATTACHED EXHIBIT A

Property Address: 40 TANGLEWOOD DRIVE

STATEN ISLAND, NY 10308

See Exhibit attached for Assignments, Modifications etc.

This Assignment is not subject to the requirements of section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

 $8_{1}$   $8_{2019}$  (MM/DD/YYYY). NATIONSTAR MORTGAGE LLC

By: Marissa Lopez

VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

Witness Samuel Hurtado

of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the inflividual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Michelle Brown

Notary Public - State of FLORIDA Commission expires: 10/13/2020

MICHELLE BROWN

Notary Public - State of Florida My Commission #GG 38514

Expires October 13,2020

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152 When Recorded Return To: Nationstar Mortgage LLC, C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North, Palm Harbor, FL 34683

Property ID(S/B/L) Block: 4583 Lot: 255

**NSBTA** 

FRMNYRICHMONDI

\$47.00 DOCF

Exhibit

Assignment: MID-ISLAND EQUITIES CORP. TO MID-ISLAND MORTGAGE CORP. DATED 10-17-2001. REC: 01-25-2002 BK 12106 PG 174 INSTR# 5462

Morigage: PHILIP S LEONE AND MARIA G LEONE TO MID-ISLAND MORTGAGE CORP. DATED 10-17-2001. REC: 01-25-2002 BK 12106 PG 126 INSTR# 5460, AMT: \$32,043.75

CEMA; PHILIP S LEONE AND MARIA G LEONE TO MID-ISLAND MORTGAGE CORP. DATED 10-17-2001. REC: 01-25-2002 BK 12106 PG 145 INSTR# 5461, COMBINED AMOUNT: \$168,000.00

Assignment: MID-ISLAND MORTGAGE CORP. TO HSBC MORTGAGE CORPORATION (USA) DATED 04-10-2003. REC: 07-17-2003 BK 15459 PG 174 INSTR# 56462

Mortgage: PHILIP S LEONE AND MARIA G LEONE TO HSBC MORTGAGE CORPORATION (USA) DATED 04-10-2003. REC: 07-17-2003 BK 15459 PG 178 INSTR# 56463, AMT: \$42,458.08 CEMA: PHILIP S LEONE AND MARIA G LEONE TO HSBC MORTGAGE CORPORATION (USA) DATED

04-10-2003. REC: 07-17-2003 BK 15459 PG 198 INSTR# 56464, COMBINED AMOUNT: \$208,100.00 Mortgage: PHILIP S LEONE AND MARIA G LEONE AND SANTO AGOSTA TO HSBC MORTGAGE CORPORATION (USA) DATED 03-20-2010. EFFECTIVE DATE 03-20-2010. REC: 08-20-2010 INSTR# 349194 THIS MOD INCREASED THE MTG BY: \$28845.76, TO FORM A SINGLE LIEN OF \$221865.83

Assignment: HSBC MORTGAGE CORPORATION (USA) TO NATIONSTAR MORTGAGE LLC DATED 01-13-2017. REC: 02-06-2017 INSTR# 639746

## Exhibit A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Richmond, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Tanglewood Drive (64 feet wide) distant 200.00. feet easterly from the corner formed by the intersection of the southwesterly side of Tanglewood Drive and the easterly side of Arthur Kill Road;

RUNNING THENCE south 42 degrees 17 minutes 29 seconds west 100.00 feet to a point;

THENCE south 47 degrees 42 minutes 31 seconds cast 25.00 feet to a point;

THENCE north 42 degrees 17 minutes 20 seconds east and part of the distance through a party wall, 100 feet to the said southwesterly side of Tanglewood Drive; and

THENCE along the said southwesterly side of Tanglewood Drive north 47 degrees 42 minutes 31 seconds west 25.00 feet to the point or place of BEGINNING.

(Page 4 of 13)

Copy

PREPARED BY: Alan Koeppel **HSBC** Mortgage Corporation 2929 Walden Ave Depew NY 14043 716-651-6887

**Boston National Title** 

Rachel Zauber

129 W. Trade Street, 9th Floor

Charlotte, NC 28202

[Space Above This Line For Recording Data] Original Recorded Date: JULY 17, 2003 Freddie Mac Loan No.

Original Principal Amount: \$ 208,100.00

Loan No.

## LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 20TH day of MARCH, 2010 , between HSBC MORTGAGE CORPORATION (USA)

("Lender")

and PHILIP'S LEONE AND MARIA G LEONE AND SANTO AGOSTA residing in 40 Tanglewood Dr., Staden Island, NY 10308

("Borrower"),

modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to , in the original principal sum of U.S. \$ 208,100.00 and secured Lender dated APRIL 10, 2003 by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in Book or Liber 15459, at page(s) 198, Instrument No. N/A Records of Richmond COUNTY, NEW YORK of the Official

[Name of Records] [County and State, or other jurisdiction]

Security Instrument covers the real and personal property described in the Security Instrument and defined

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Suizle Family-Freddle Mae UNIFORM INSTRUMENT

Form 5161

First American Loan Production Services

First American Real Estate Solutions LLC

(page 1 of 5) NEW YORK

FALPS# NYFR51e1 Rev. 07-08-08

(Page 5 of 13)

Copy

as the "Property", located at:

40 Tanglewood Drive, Staten Island, NEW YORK 10308

[Property Address]

the real property described being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

- 1. <u>Current Balance.</u> As of MARCH 17, 2010 , the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 221,865.83 .
- Interest Rate. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.625 %, beginning MARCH 1, 2010 , both before and after any default described in the Note. The yearly rate of 5.625 % will remain in effect until principal and interest is paid in full.
- Monthly Payments and Maturity Date
   Borrower promises to make monthly payments of principal and interest of U.S.\$ 1,163.25 , beginning on the 1ST day of APRIL, 2010 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MARCH 01, 2050 , (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- Place of Payment. Borrower must make the monthly payments at 2929 WALDEN AVENUE DEPEW, NEW YORK 14043 or such other place as Lender may require.
- Partial Payments. Borrower may make a full prepayment or partial prepayments without
  paying any prepayment charge. Lender will use the prepayments to reduce the amount
  of principal that Borrower owes under the Note. However, Lender may apply the

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family-Freddie Mac UNIFORM INSTRUMENT

Ferm 5161

First American Loan Production Services

VD4 (page 2 of 5)

First American Real Estate Solutions LLC

FALPS# NYFR3161-2 Rev. 03-21-08

NEW YORK

(Fage 6 of 13)

Copy

Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

6 Property Transfer. If all or any part of the Property or any interest in the Property is sold or transfered (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower.

- 7. Compliance with Covenants Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
- This Agreement modifies an obligation secured by an existing security instrument recorded in Richmond County, NEW YORK , upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 193,020.07. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 221,865.83 which amount represents the excess of the unpaid principal balance of this original obligation. New novely secured by this instrument is \$28,845.76

(Acknowledgments on following page)

MULTISTATE LOAN MODIFICATION AGREEMENT (10 a Fixed interest rate) - Surgle Family-Freedle Mac UNIFORM INSTRUMENT

Form 5161

First American Loan Production Services

(page 3 of 5)

First American Real Estate Solutions LLC

NEW YORK

FALPS# N YFR5101-3 Rev. 05-21-08

(Page 7 of 13)

Copy

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement. HSBC MORTGAGE CORPORATION (USA) MESUD AVDAGIC Assistant Vice President DATE: Name - Lender Its: - Вопожет - Borrower - Borrower - Borrower - Borrower - Borrower

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed laterest rate) - Single Family-Freddle Mae UNIFORM INSTRUMENT

Form 5161

First American Loan Production Services

First American Real Estate Solutions LLC

NEW YORK

FALPS# NYFR5161-4 Rev. 05-21-08

(page 4 4/5)

| (Page | 7 | ٥f | 91 |
|-------|---|----|----|

(Page 8 of 13)

FALPS# NYFR5161-5 Rev. 05-21-08

Сору

| [Space Below This Line for Acknowledgm   | nents]   |
|--|--|
| BORROWER ACKNOWLEDGMEN   | ŇΤ   |
| State of New York County of Richmond   |  |
| On 4/2/10 before me, Mich  | nael Spera   |
| PHILIP'S LEONE AND MARIA G LEONE AND   |  |
| SANTO AGOSTA   |  |
|  |  |
| personally known to me (or proved to me on the basis of satisfactory ename(s) is/are subscribed to the within instrument and acknowledged to same in his/her/their authorized capacity(ies), and that by his/her/their person(s), or the entity upon behalf of which the person(s) acted, executed | o me that he/she/they executed the signature(s) on the instrument the  |
| WITNESS my hand and official real.   |  |
| Signature /// Spen   |  |
| Printed Name Michael Spera   | MICHAEL® SPERA   |
|  | Noten Public Over Con  |
| LENDER ACKNOWLEDGMENT  | Notary Public, State Of New York No. 01SP6009414 Qualified in Richmond County  |
| ,  | Notary Public, State Of New York   |
| State of NY County of Ene  | Notary Public, State Of New York No. 01SP6009414 Qualified in Richmond County  |
| State of NY County of Erec  On 4/6/10 before me, Roy 7 personally appeared Mesua Avaluation, the E   | Notary Public, State Of New York No. 01SP6009414 Qualified in Richmond County  |
| State of NY County of ECIE  On 4/6/10 before me, Roy 1   | Notary Public, State Of New York No. 01SP6009414 Qualified in Richmond County  |
| State of   | Notary Public, State Of New York No. 01SP6009414 Qualified in Richmond County Commission Expires June 29, 2000  Heusefer  on behalf of said entity,  |
| State of NY County of Ere  On 4/6/10 before me, Roy I personally appeared Mesud Andre , the A of HSBC Morigage (or p (USA))  a we present the personally known to me (or proved to me on the basis of satisfactory e   | Notary Public, State Of New York No. 01SP6009414 Qualified in Richmond County Commission Expires June 29, 2000  Henselet  , on behalf of said entity, vidence) to be the person(s) whose   |
| State of   | Notary Public, State Of New York No. 01SP6008414 Qualified in Richmond County Commission Expires June 29, 2000  Theuse fet  yo  , on behalf of said entity, vidence) to be the person(s) whose o me that he/she/they executed the signature(s) on the instrument the   |
| State of   | Notary Public, State Of New York No. 01SP6009414 Qualified in Richmond County Commission Expires June 29, 2000  Thenselet  , on behalf of said entity, vidence) to be the person(s) whose o me that he/she/they executed the signature(s) on the instrument the I the instrument.  ROY1. HENSELER No. 01HES024206  |
| State of   | Notary Public, State Of New York No. 01SP6009414 Qualified in Richmond County Commission Expires June 29, 2000  Theuselet  , on behalf of said entity, vidence) to be the person(s) whose o me that he/she/they executed the signature(s) on the instrument the I the instrument.  ROYI. HENSELER  |
| State of   | Notary Public, State Of New York No. 01SP6009414 Qualified in Richmond County Commission Expires June 29, 2000  Thenselet  , on behalf of said entity, vidence) to be the person(s) whose o me that he/she/they executed the signature(s) on the instrument the I the instrument.  ROY I. HENSELER No. 01HES024206 Notary Public, State of New York Crustified in End County   |
| State of   | Notary Public, State Of New York No. 01SP6009414 Qualified in Richmond County Commission Expires June 29, 2000  Theusefet  , on behalf of said entity, vidence) to be the person(s) whose o me that he/she/they executed the signature(s) on the instrument the I the instrument.  ROY1. HENSELER No. 01HES024206 Notary Public, State of Naw York Custified in Erie County My Commission Expires Mar. 7, 20  (Scal) |
| State of   | Notary Public, State Of New York No. 01SP6009414 Qualified in Richmond County Commission Expires June 29, 2000  Theusefet  , on behalf of said entity, vidence) to be the person(s) whose o me that he/she/they executed the signature(s) on the instrument the I the instrument.  ROY1. HENSELER No. 01HES024206 Notary Public, State of Naw York Custified in Erie County My Commission Expires Mar. 7, 20  (Scal) |

(Page 8 of 9)

(Page 9 of 13)

Copy

#### **EXHIBIT A**

BORROWER(S): PHILIPS LEONE AND MARIA G LEONE AND

SANTO AGOSTA

LOAN NUMBER:

LEGAL DESCRIPTION:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF RICHMOND, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY SIDE OF TANGLEWOOD DRIVE (64 FEET WIDE) DISTANT 260.00 FEET EASTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHWESTERLY SIDE OF TANGLEWOOD DRIVE AND EASTERLY SIDE OF ARTHUR KILL ROAD; RUNNING THENCE SOUTH 42 DEGREES 17 MINUTES 29 SECONDS WEST 100.00 FEET TO A POINT; THENCE SOUTH 47 DEGREES 42 MINUTES 31 SECONDS EAST AND PART OF THE DISTANCE THROUGH A PARTY WALL, 100 FEET TO THE SAID SOUTHWESTERLY SIDE OF TANGLEWOOD DRIVE; AND THENCE ALONG THE SAID SOUTHWESTERLY SIDE OF TANGLEWOOD DRIVE NORTH 47 DEGREES 42 MINUTES 31 SECONDS WEST 25.00 FEET TO THE POINT OR PLACE OF BEGINNING.

ALSO KNOWN AS: 40 Tanglewood Drive, Staten Island, NEW YORK 10308

FAND# EXHIBIT.A Rev. 07-03-07

Copy

## AFFIDAVIT UNDER SECTION 255 TAX LAW EXTENSION-MODIFICATION

STATE OF NORTH CAROLINA)

SS.:

COUNTY OF MECKLENBURG)

Brian McCully, being duly sworn, deposes and says:

- That he is a representative of HSBC Mortgage Corporation (USA), the owner and holder
  of the hereinafter described mortgage, and is familiar with the facts and circumstances
  set forth herein. That said mortgage encumbers the property known as and by 40
  Tanglewood Dr., Staten Island, New York 10308 (the "Premises).
- That a certain Mortgage dated July 17, 2003, made by Philip S. Leone and Maria G.
  Leone and Santo Agosta, as mortgagors to HSBC Mortgage Corporation (USA),
  Mortgage, securing the original principal amount of \$208,100.00 which was recorded in
  the Office of the Richmond County Clerk, on April 10, 2003, under Book or Liber 15459,
  at page(s) 198,upon which mortgage tax was duly paid.
- That on March 20, 2010, the record owner of the said Premises, Philip S. Leone and Maria G. Leone and Santo Agosta and HSBC Mortgage Corporation (USA) entered into a Loan Modification Agreement, which Agreement is offered herewith for recording.
- That the instrument offered for recording modifies and does not create or secure any
  new or further lien, indebtedness or obligation other than the principal indebtedness or
  obligation secured by or which under any contingency may be secured by the recorded
  mortgage hereinabove first described with the exception of the following amount:

Unpaid principal balance

\$ 193.020.07

New unpaid principal balance

\$ 221,865.83

B minus a equals

\$ 28,845.76

Additional obligation secured by mortgage as modified

Additional mortgage recording tax of \$548.10 is therefore being paid on the

Modification on the sum set forth in 4c.

Wherefore, deponent respectfully requests that such Home Affordable Modification Agreement tendered herewith for recording is declared exempt from taxation pursuant to Section 255 of the Tax Law of the State of New York.

Brian McCully

Sworn to me this

16th day of August, 2010

Mar Pouro Florensen

MARLENE HERMANN
NOTARY PUBLIC
Meddenburg County
North Carolina

My Commission Expires February 4, 2015

Copy



Office of the Richmond County Clerk 130 Stuyvesant Place Staten Island, NY 10301

Hon. Stephen J. Fiala, County Clerk

Recording and Endorsement Cover Page

000000000359121 Document Id:

BOSTON NATIONAL TITLE AGENCY, LLC

MORTGAGE & MODIFICATION

Document Date: 03/20/2010

Preparation Date: 08/16/2010

Document Type:

PRESENTER:

Document Page Count:

RETURN TO:

BOSTON NATIONAL TITLE AGENCY, LLC

129 W. TRADE STREET

9TH FLOOR

CHARLOTTE NY, 28202

9TH FLOOR CHARLOTTE NY, 28202

129 W. TRADE STREET

PROPERTY DATA # OF BLOCKS

# OF LOTS

Lot Block

Unit Address

40 TANGLEWOOD DR ,

255 Entire Lot 4583

Property Type: Dwelling Only - 1 Family

PARTIES

MORTGAGOR INDEX

PHILIP S LEONE

40 TANGLEWOOD DR.

MORTGAGEE INDEX

HSBC MORTGAGE CORPORATION

2929 WALDEN AVE

STATEN ISLAND NY, 10308

STATEN ISLAND NY, 14043

"And Others"

Mortgage Cons:

\$28,245.76

PAYMENT DETAIL

Make Checks Payable to:

54.00 Recording Fees

Richmond County Clerk:

548.10 Mortgage Tax

Richmond County Clerk:

Total Payments For This Document:

Total Payments For This Document:

EXAM M DATE 8/19/19

LAND DOC# 349194 24-HORTGAGES ### 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 10

RECORDED IN RICHMOND COUNTY

AUG 2 0 2010

# Exhibit "B"

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK BROOKLYN DIVISION

IN RE

MARIA LEONE AND PHILIP LEONE

CHAPTER 7

CASE NO. 1-17-41358-nhl

**DEBTORS** 

JUDGE: Nancy Hershey Lord

## RELIEF FROM STAY – REAL ESTATE AND COOPERATIVE APARTMENTS

#### **BACKGROUND INFORMATION**

1. ADDRESS OF REAL PROPERTY OR COOPERATIVE APARTMENT: 40 Tanglewood Drive, Staten

#### Island, NY 10308

- 2. ORIGINAL LENDER NAME: HSBC Mortgage Corporation (USA)
- 3. MORTGAGE DATE: <u>04/10/2003</u>
- 4. POST-PETITION PAYMENT ADDRESS: Select Portfolio Servicing, Inc., P.O. Box 65450, Salt Lake City, UT 84165-0450

#### **DEBT AND VALUE REPRESENTATIONS**

- 5. Total pre-petition and post-petition indebtedness of Debtor(s) to Movant as of January 13, 2020: \$216,430.76 (This may not be relied upon as a "Payoff" Quotation.)
- 6. Movant's estimated market value of the real property or cooperative apartment as of the motion filing date: \$465,767.00
- 7. SOURCE OF ESTIMATED MARKET VALUE: Debtor's Schedule A/B

#### STATUS OF THE DEBT AS OF THE PAYOFF DATE

8. Debtor(s)'s indebtedness to Movant as of the payoff date:

| A. TOTAL:                                      | 2  | 216,430.76 |
|--|----|------------|
| B. PRINCIPAL:                                  | \$ | 215,611.15 |
| C. Interest:                                   | \$ | 1,537.98   |
| D. ESCROW (TAXES AND INSURANCE):               | \$ | 0.00       |
| E. FORCED PLACED INSURANCE EXPENDED BY MOVANT: | \$ | 0.00       |

F. Pre-petition attorneys' fees charged to Debtor(s): \$ 0.00

9. Contract interest rate: 4.625%

(IF THE INTEREST RATE HAS CHANGED, LIST THE RATE(S) AND DATE(S) THAT EACH RATE WAS IN EFFECT ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM. STATE THE EXHIBIT NUMBER HERE: N/A.)

10. Other pre-petition fees, charges or amounts charged to Debtor(s)'s account and not listed above:

Property Preservation Fees: \$75.00

Suspense: (\$793.37)

(IF ADDITIONAL SPACE IS REQUIRED, LIST THE AMOUNT(S) ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM. STATE THE EXHIBIT NUMBER HERE: N/A.)

#### AMOUNT OF DEFAULTED AS OF THE MOTION FILING DATE

- 11. Date of receipt of last payment: 12/30/2019
- 12. Number of payments due to motion filing date: <u>2</u> payments.

#### 13. PAYMENTS IN DEFAULT:

| PAYMENT<br>DUE DATE | AMOUNT<br>DUE | _  | AMOUNT | AMOUNT<br>APPLIED TO |    | MOUNT<br>PLIED TO | AMOUNT<br>APPLIED TO | Γ  | LATE FEE<br>CHARGED |
|---------------------|---------------|----|--------|----------------------|----|-------------------|----------------------|----|---------------------|
|                     |               | ĺ  |        | PRINCIPAL            | IN | NTEREST           | <b>Escrow</b>        |    |                     |
| 12/1/19-            | \$1,205.16    |    |        |                      |    |                   | 1                    | Т  |                     |
| 1/1/20*             | per month     | \$ | 0.00   | \$<br>0.00           | \$ | 0.00              | \$ 0.00              | \$ | 0.00                |
| TOTALS              | \$ 2,410.32   | \$ | 0.00   | \$<br>0.00           | \$ | 0.00              | \$ 0.00              | \$ | 0.00                |

<sup>\*</sup>Since the drafting of the Motion the February 1, 2020 payment has become due.

#### 14. OTHER POST-PETITION FEES CHARGED TO DEBTOR(S):

| A. Total:   | \$0.00           |
|---|------------------|
| B. ATTORNEY'S FEES IN CONNECTION WITH THIS MOTION:      | \$0.00           |
| C. FILING FEE IN CONNECTION WITH THIS MOTION:           | \$0.00           |
| D. OTHER POST-PETITION ATTORNEYS' FEES:                 | \$0.00           |
| E. POST-PETITION INSPECTION FEES:                       | \$0.00           |
| F. POST-PETITION APPRAISAL/BROKER'S PRICE OPINION FEES: | \$0.00           |
| G. FORCED PLACED INSURANCE EXPENDED BY MOVANT:          | \$0.00           |
| 15. Amount held in suspense by Movant:                  | \$ <u>793.37</u> |

16. Other post-petition fees, charges or amounts charged to Debtor(s)'s account and not listed above: N/A

(If ADDITIONAL SPACE IS REQUIRED, LIST THE AMOUNT(S) ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM; STATE THE EXHIBIT NUMBER HERE: N/A.)

#### REQUIRED ATTACHMENTS TO MOTION

PLEASE ATTACH THE FOLLOWING DOCUMENTS TO THIS MOTION AND INDICATE THE EXHIBIT NUMBER ASSOCIATED WITH EACH DOCUMENT.

- (1) COPIES OF DOCUMENTS THAT ESTABLISH MOVANT'S INTEREST IN THE SUBJECT PROPERTY. FOR PURPOSES OF EXAMPLE ONLY, THIS MAY BE A COMPLETE AND LEGIBLE COPY OF THE PROMISSORY NOTE OR OTHER DEBT INSTRUMENT TOGETHER WITH A COMPLETE AND LEGIBLE COPY OF THE MORTGAGE AND ANY ASSIGNMENTS IN THE CHAIN FROM THE ORIGINAL MORTGAGEE TO THE CURRENT MOVING PARTY. (EXHIBIT A.)
- (2) Copies of documents that establish Movant's standing to bring this Motion. (Exhibit  $\underline{A}$ .)
- (3) COPIES OF DOCUMENTS ESTABLISHING THAT MOVANT'S INTEREST IN THE REAL PROPERTY OR COOPERATIVE APARTMENT WAS PERFECTED. FOR THE PURPOSES OF EXAMPLE ONLY, THIS MAY BE A COMPLETE AND LEGIBLE COPY OF THE FINANCING STATEMENT (UCC-1) FILED WITH THE CLERK'S OFFICE OR THE REGISTER OF THE COUNTY IN WHICH THE PROPERTY OR COOPERATIVE APARTMENT IS LOCATED. (EXHIBIT N/A.)

#### DECLARATION AS TO BUSINESS RECORDS

Reid Vaenuku Document Control Officer THE Select Portfolio Servicing, Inc. , THE MOVANT HEREIN, DECLARE PURSUANT TO 28 U.S.C. SECTION 1746 UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS FORM AND ANY EXHIBITS ATTACHED HERETO (OTHER THAN THE TRANSACTIONAL DOCUMENTS ATTACHED AS REQUIRED BY PARAGRAPHS 1, 2, AND 3, ABOVE) IS DERIVED FROM RECORDS THAT WERE MADE AT OR NEAR THE TIME OF THE OCCURRENCE OF THE MATTERS SET FORTH BY, OR FROM INFORMATION TRANSMITTED BY, A PERSON WITH KNOWLEDGE OF THOSE MATTERS; THAT THE RECORDS WERE KEPT IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY; AND THAT THE RECORDS WERE MADE IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY AS A REGULAR PRACTICE.

I FURTHER DECLARE THAT COPIES OF ANY TRANSACTIONAL DOCUMENTS ATTACHED TO THIS FORM AS REQUIRED BY PARAGRAPHS 1, 2, AND 3, ABOVE, ARE TRUE AND CORRECT COPIES OF THE ORIGINAL DOCUMENTS.

EXECUTED AT SANT LAKE CITY ON THIS 25 DAY OF MAKEY

NAME: Reid Vaenuku

**Document Control Officer** 

TITLE: MOVANT:

Select Portfolio Servicing, Inc. 3217 S. Decker Lake Dr.

STREET ADDRESS: CITY, STATE AND ZIP CODE:

Salt Lake City, UT 84119

#### DECLARATION

Reid Vaenuku , THE Document Control Officer OF

Select Portiolio Servicing, Inc., the Movant Herein, Declare Pursuant to 28 U.S.C. Section 1746 under PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT BASED ON PERSONAL KNOWLEDGE OF THE MOVANT'S BOOKS AND BUSINESS RECORDS.

EXECUTED AT \_SALT LAKE ON THIS 25 DAY OF MAKCH

Reid Vaenuku

NAME: TITLE:

MOVANT:

STREET ADDRESS:

CITY, STATE AND ZIP CODE:

Document Control Officer Select Portfolio Servicing, Inc.

3217 S. Decker Lake Dr.

Salt Lake City, UT 84119

# Exhibit "C"

| Fill in this inf   | ormation to ide   | ntify your case and this filing:   |   |  |
|--|---|--|---|--|
| Debtor 1   | Maria<br>First Name   | Leone  Middle Name Last Name   | _   |  |
| Debtor 2<br>(Spouse, if filing)  | Philip<br>First Name  | Leone  Middle Name Last Name   | _   |  |
|  |   | e: <b>EASTERN DISTRICT OF NEW YORK</b>   |   |  |
| Case number<br>(if known)  |   |  |   | if this is an<br>led filing            |
| Official Form  |   |  |   | 12/15                                  |
| In each category, the asset in the cafiling together, bo sheet to this form  Part 1: Des | separately list and ategory where you the are equally respond to the top of any scribe Each Res | describe items. List an asset only once. If an ithink it fits best. Be as complete and accurate onsible for supplying correct information. If n additional pages, write your name and case residence, Building, Land, or Other Rea | e as possible. If two married penore space is needed, attach a number (if known). Answer even | eople are<br>separate<br>rry question. |
| ☐ No. Go t   |   | equitable interest in any residence, building,   | land, or similar property?  |  |
| 1.1. Street address if avails  | able, or other description  | What is the property? Check all that apply.  | Do not deduct secured cla<br>amount of any secured cla<br>Creditors Who Have Claim            | ims on <i>Schedule D:</i>              |
|  | asio, or outer description  | ☐ Single-family home ☐ Duplex or multi-unit building ☐ Condominium or cooperative  | Current value of the entire property?   | Current value of the portion you own?  |
| 40 tanglewood o  | drive : NY 1030   | 8 Manufactured or mobile home  | \$465,767.00  | \$465,767.00                           |
|  | State Zii Go  | de   | Describe the nature of you<br>interest (such as fee simple<br>entireties, or a life estate    | ole, tenancy by the                    |
| County   |   | Who has an interest in the property?   | SINGLE FAMILY HOME  | <u> </u>                               |
| _  | drive s.i. n.y 1030   | CHECK OHE.   | Check if this is comm (see instructions)  | nunity property                        |
|  |   | Other information you wish to add all property identification number:  | oout this item, such as local   | _                                      |
|  | •   | on you own for all of your entries from Part 1,<br>hed for Part 1. Write that number here  | _   | \$465,767.00                           |
| Part 2: Des  | scribe Your Veh   | icles  |   |  |
| -  |   | quitable interest in any vehicles, whether the ou lease a vehicle, also report it on Schedule G:   | _   | -                                      |
| 3. Cars, vans, tr  | rucks, tractors, spo  | rt utility vehicles, motorcycles   |   |  |
| ✓ No<br>☐ Yes  |   |  |   |  |

|     | tor 1<br>tor 2     | Maria Leone Philip Leone Case number (if known)  |   |
|-----|--------------------|--|---|
| 4.  |                    | raft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories es: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories                                |   |
|     | ✓ No<br>☐ Yes      |  |   |
| 5.  |                    | e dollar value of the portion you own for all of your entries from Part 2, including any for pages you have attached for Part 2. Write that number here →  | \$0.00  |
| P   | art 3:             | Describe Your Personal and Household Items   |   |
| Do  | you owr            | or have any legal or equitable interest in any of the following items?   | Current value of the portion you own? Do not deduct secured claims or exemptions. |
| 6.  |                    | nold goods and furnishings<br>es: Major appliances, furniture, linens, china, kitchenware  |   |
|     | ب                  | s. Describe  |   |
| 7.  | Electro<br>Example | nics es: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games                                  |   |
|     | ✓ No<br>☐ Yes      | s. Describe  |   |
| 8.  |                    | <ul><li>ibles of value</li><li>es: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles</li></ul> |   |
|     | ✓ No               | s. Describe  |   |
| 9.  |                    | nent for sports and hobbies es: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments  |   |
|     | ✓ No<br>☐ Yes      | s. Describe  |   |
| 10. | Firearn<br>Example | ns<br>es: Pistols, rifles, shotguns, ammunition, and related equipment   |   |
|     | ✓ No<br>☐ Yes      | s. Describe  |   |
| 11. |                    | s<br>es: Everyday clothes, furs, leather coats, designer wear, shoes, accessories  |   |
|     | ✓ No<br>☐ Yes      | s. Describe  |   |
| 12. | Jewelr<br>Example  | es: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver  |   |
|     | ✓ No<br>☐ Yes      | s. Describe  |   |
| 13. | Example No.        | rm animals es: Dogs, cats, birds, horses s. Describe   |   |

|     | otor 1<br>otor 2         | Maria Leone<br>Philip Leone   |  | Case number (if known)   |   |
|-----|--------------------------|---|--|--|---|
| 14. | Any oth                  | ner personal and househ   | old items you did not alrea                                | ady list, including any health aids you  |   |
|     |                          | s. Give specific  |  |  |   |
| 15. |                          |   |  | luding any entries for pages you have  | \$0.00  |
| Р   | art 4:                   | Describe Your Fin   | ancial Assets  |  |   |
| Do  | you own                  | or have any legal or equ  | uitable interest in any of th                              | ne following?  | Current value of the portion you own? Do not deduct secured claims or exemptions. |
| 16. | Cash<br>Exampl           | les: Money you have in yo petition  | our wallet, in your home, in a                             | safe deposit box, and on hand when you file your   |   |
|     | □ No ✓ Yes               | 3   |  | Cash:  | \$100.00  |
| 17. |                          |   |  | ertificates of deposit; shares in credit unions,<br>If you have multiple accounts with the same                                  |   |
|     | □ No ✓ Yes               | S   | Institution name:  |  |   |
|     | 17                       | .1. Checking account:   | Capital One (Check   | king (market)  | \$588.00  |
| 18. |                          | mutual funds, or publicles: Bond funds, investme                                | -  | firms, money market accounts   |   |
|     | ✓ No                     | sInstit   | ution or issuer name:                                      |  |   |
| 19. | -                        | blicly traded stock and i   |  | nd unincorporated businesses, including  |   |
|     | ✓ No ☐ Yes               | s. Give specific ormation about   |  |  |   |
| 20. | <b>Govern</b><br>Negotia | able instruments include pe   | ds and other negotiable ar<br>ersonal checks, cashiers' ch | % of ownership:  nd non-negotiable instruments necks, promissory notes, and money orders. someone by signing or delivering them. |   |
|     | info                     | s. Give specific<br>ormation about<br>mlssue                                    | er name:   |  |   |
| 21. |                          | nent or pension accounts<br>les: Interests in IRA, ERIS<br>profit-sharing plans |  | nrift savings accounts, or other pension or  |   |
|     | _                        | s. List each<br>count separately. Type o  | of account: Institution i                                  | name:  |   |

|     | tor 1<br>tor 2     | Maria Leone<br>Philip Leone                                  |  | Case numbe  | er (if known  | )           |   |
|-----|--------------------|--|--|---|---------------|-------------|---|
| 22. | Your sh<br>Example |  | ts<br>ou have made so that you may continue sen<br>ds, prepaid rent, public utilities (electric, gas |   |               |             |   |
|     | ☑ No               |  |  |   |               |             |   |
| 23. | Yes                |  |  |   |               |             |   |
|     | <b>☑</b> No        |  |  |   |               |             |   |
|     | _                  | slssuerr   |  |   |               |             |   |
| 24. | 26 U.S.            | .C. §§ 530(b)(1), 529A(b), an                                | In account in a qualified ABLE program, od 529(b)(1).  | or under a qualif   | ied state t   | uition pro  | ogram.  |
|     | ✓ No               |  | on name and description. Separately file the   | e records of any  | interests.    | 11 U.S.C.   | § 521(c)  |
| 25. |                    | , equitable or future interes<br>s exercisable for your bene | ts in property (other than anything listed fit   | in line 1), and ri  | ghts or       |             |   |
|     | ✓ No               |  |  |   |               |             |   |
|     |                    | s. Give specific<br>ormation about them                      |  |   |               |             |   |
| 26. |                    |  | trade secrets, and other intellectual proper<br>websites, proceeds from royalties and licens         | •   |               |             |   |
|     | ☑ No               |  |  |   |               |             |   |
|     | _                  | s. Give specific<br>ormation about them                      |  |   |               |             |   |
| 27. |                    | es, franchises, and other goles: Building permits, exclusion | eneral intangibles<br>ive licenses, cooperative association holding                                  | gs, liquor license  | s, profession | onal licens | ses   |
|     | <b>☑</b> No        |  |  |   |               |             |   |
|     |                    | s. Give specific<br>ormation about them                      |  |   |               |             |   |
| Mor | ney or p           | roperty owed to you?   |  |   |               |             | Current value of the portion you own? Do not deduct secured claims or exemptions. |
| 28. | Tax ref            | funds owed to you  |  |   |               |             |   |
|     | □ No               |  | F. d T D. 6 d 6 00 050 00  | -l 0/4/0047   | A 4           |             | <b>#2.050.00</b>  |
|     |                    | s. Give specific information out them, including whether     | \$3,958.00 \$3,958.00  | Federal: Tax Refund from \$3,958.00 due 3/1/2017. Amt: \$3.958.00 |               | Federal     |   |
|     | •                  | u already filed the returns                                  |  |   |               | State:      | \$0.00  |
|     |                    | •  |  |   |               | Local:      | \$0.00  |
| 29. | Exampl             | •  | limony, spousal support, child support, main   | itenance, divorce   | settlemen     | t, property | v settlement  |
|     | ✓ No<br>☐ Yes      | s. Give specific information                                 |  |   | Alimony:      |             |   |
|     | _                  |  |  |   | Maintenar     | nce:        |   |
|     |                    |  |  |   | Support:      |             |   |
|     |                    |  |  |   |               | ettlement:  |   |
|     |                    |  |  |   | Property s    |             |   |
| 30. |                    |  | u<br>rinsurance payments, disability benefits, sic<br>ecurity benefits; unpaid loans you made to s   |   | oay, worker   | s'          |   |
|     | ✓ No               |  |  |   |               |             |   |
|     | ☐ Yes              | s. Give specific information                                 |  |   |               |             |   |

|             | tor 1        | Philip Leone   |  | Case number (if known) _                     |   |
|-------------|--------------|--|--|--|---|
| 31.         |              | •  |  | nt (HSA); credit, homeowner's, or renter's i | nsurance  |
|             | -            | s. Name the insurance mpany of each policy                                     |  |  |   |
|             |              | d list its value   | Company name:  | Beneficiary:                                 | Surrender or refund value:  |
|             |              |  | New York life  |  |   |
|             |              |  | Type: whole/universal<br>Insured: husband  | Maria Leone                                  | \$0.00  |
| 32.         | If you a     |  | due you from someone who has d<br>ing trust, expect proceeds from a life<br>use someone has died |  |   |
|             | ✓ No         | s. Give specific informati   | on   |  |   |
| 33.         | Examp        | les: Accidents, employment   | hether or not you have filed a laws<br>ent disputes, insurance claims, or rig                    | suit or made a demand for payment hts to sue |   |
|             | ✓ No<br>☐ Ye | s. Describe each claim   |  |  |   |
| 34.         |              | contingent and unliquidate to set off claims                                   | ated claims of every nature, includ  | ing counterclaims of the debtor and          |   |
|             | ✓ No         | s. Describe each claim   |  |  |   |
| 35.         | Any fir      | nancial assets you did n   | ot already list  |  |   |
|             | ✓ No         | s. Give specific informati   | on   |  |   |
| 36.         |              |  | our entries from Part 4, including a   |  | \$4,646.00  |
| Đ:          | art 5:       | Describe Any Rusii   | ness-Related Property You (  | Own or Have an Interest In. List             | any real estate in Part 1   |
|             |              | -  | or equitable interest in any busine  |  | uny rour dotate in r unt in   |
| <b>57</b> . | -            | . Go to Part 6.  | or equitable interest in any busine  | 33-related property:                         |   |
|             | <u> </u>     | s. Go to line 38.  |  |  |   |
|             |              |  |  |  | Current value of the portion you own? Do not deduct secured claims or exemptions. |
| 38.         | Accou        | nts receivable or commi  | ssions you already earned  |  | oraling of exemptions.  |
|             | ☑ No         | s. Describe  |  |  |   |
| 39.         |              | equipment, furnishings,<br>les: Business-related cor<br>desks, chairs, electro | nputers, software, modems, printers,   | copiers, fax machines, rugs, telephones,     |   |
|             | ✓ No         | s. Describe  |  |  |   |
| 40.         | Machi        | nery, fixtures, equipmen   | t, supplies you use in business, ar  | nd tools of your trade                       |   |
|             | ☑ No         | s. Describe  |  |  |   |

|     | tor 1<br>tor 2 | Maria Leone Philip Leone Case number (if known)   |   |
|-----|----------------|---|---|
| 41. | Invent         | ory   |   |
|     | ☑ No           | s. Describe   |   |
| 42. | Interes        | ts in partnerships or joint ventures  |   |
|     | ✓ No           | s. Describe Name of entity:  % of ownership:  |   |
| 43. | Custor         | ner lists, mailing lists, or other compilations   |   |
|     | ✓ No<br>☐ Ye   | s. Do your lists include personally identifiable information (as defined in 11 U.S.C. § 101(41A))?  No Yes. Describe              |   |
| 44. | Any bu         | siness-related property you did not already list  |   |
|     | ✓ No           | s. Give specific information.   |   |
| 45. |                | e dollar value of all of your entries from Part 5, including any entries for pages you have ed for Part 5. Write that number here | \$0.00  |
| Pa  | art 6:         | Describe Any Farm- and Commercial Fishing-Related Property You Own or Have  | an Interest In  |
|     |                | If you own or have an interest in farmland, list it in Part 1.  | un merest m.  |
| 46. | Do you         | own or have any legal or equitable interest in any farm- or commercial fishing-related property?                                  |   |
|     | -              | . Go to Part 7.<br>s. Go to line 47.  |   |
|     |                |   | Current value of the portion you own? Do not deduct secured claims or exemptions. |
| 47. | Farm a         | i <b>nimals</b><br>les: Livestock, poultry, farm-raised fish  |   |
|     | ☑ No           | S   |   |
| 48. | Crops-         | -either growing or harvested  |   |
|     |                | s. Give specific  |   |
| 49. | Farm a         | and fishing equipment, implements, machinery, fixtures, and tools of trade  |   |
|     | ✓ No           | s   |   |
| 50. | Farm a         | nd fishing supplies, chemicals, and feed  |   |
|     | ✓ No           | S   |   |
| 51. | Any fa         | rm- and commercial fishing-related property you did not already list  |   |
|     |                | s. Give specific  |   |
| 52. | Add th         | e dollar value of all of your entries from Part 6, including any entries for pages you have                                       | \$0.00  |
|     | attach         | ed for Part 6. Write that number here   | \$0.00  |

| Debtor 1<br>Debtor 2 |         | Maria Leone<br>Philip Leone  | Case nu              | Case number (if known)       |              |  |  |  |
|----------------------|---------|--|----------------------|------------------------------|--------------|--|--|--|
| Р                    | art 7:  | Describe All Property You Own or Have an In  | terest in That You D | oid Not List Above           |              |  |  |  |
| 53.                  | -       | u have other property of any kind you did not already lisoles: Season tickets, country club membership | t?                   |                              |              |  |  |  |
|                      | ☑ No    | es. Give specific information.   |                      |                              |              |  |  |  |
| 54.                  | Add th  | ne dollar value of all of your entries from Part 7. Write th   | at number here       | →                            | \$0.00       |  |  |  |
| Р                    | art 8:  | List the Totals of Each Part of this Form  |                      |                              |              |  |  |  |
| 55.                  | Part 1: | : Total real estate, line 2  |                      | <b>→</b>                     | \$465,767.00 |  |  |  |
| 56.                  | Part 2: | : Total vehicles, line 5   | \$0.00               |                              |              |  |  |  |
| 57.                  | Part 3: | : Total personal and household items, line 15  | \$0.00               |                              |              |  |  |  |
| 58.                  | Part 4: | : Total financial assets, line 36  | \$4,646.00           |                              |              |  |  |  |
| 59.                  | Part 5: | : Total business-related property, line 45   | \$0.00               |                              |              |  |  |  |
| 60.                  | Part 6: | : Total farm- and fishing-related property, line 52  | \$0.00               |                              |              |  |  |  |
| 61.                  | Part 7: | : Total other property not listed, line 54   | <b>-</b> \$0.00      |                              |              |  |  |  |
| 62.                  | Total p | personal property. Add lines 56 through 61   | \$4,646.00           | Copy personal property total | +\$4,646.00  |  |  |  |
| 63.                  | Total o | of all property on Schedule A/B. Add line 55 + line 62   |                      |                              | \$470,413.00 |  |  |  |